



United States Department of the Interior
National Business Center
Aviation Management
4405 Lear Court
Anchorage, AK 99502



Greetings Prospective Offerors

Solicitation No. N10PS35005: Exclusive Use Fixed Wing Flight Services to Support the Bureau of Land Management, Alaska Fire Service

The attached Request for Proposals (RFP) is to acquire fully Contractor operated and maintained fixed wing flight services consisting of two fixed wing aircraft and associated equipment that will be used as directed by the Department of the Interior (DOI) for use in support as specified in the solicitation. The services of the RFP are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Subpart 13.5, Test Program for Certain Commercial Items. The contents of the solicitation are as described in the Table of Contents.

☺☺☺ SPECIAL NOTICE

I would like to direct your attention to the information included in this letter. It is intended to assist you in preparing your offer and to identify items that may affect the offer you submit in response to this requirement.

BACKGROUND –

The primary purpose of the contract will be to obtain two fully Contractor operated and maintained exclusive use (EU) fixed wing aircraft flight services to transport personnel and/or cargo in support of Government fire resource missions in Alaska. Contractor services include provisions of the aircraft, personnel, and all other associated equipment, as prescribed in the solicitation. Award of one or all of the items can be one or multiple awardees.

Section D, 52.212-1, Instructions to Offerors and Evaluation, discusses what you should do to submit a proposal and how we will evaluate the proposals received. Prior to submission of your proposal, please check to see that you have included all the information requested. Failure to include the information identified may adversely effect the evaluation of your proposal.

If your offer is selected for award, your prices will remain in effect for the first year of the contract as well as subsequent option years if option years are included and exercised. No adjustments to prices will be made except as otherwise permitted in the solicitation specifications. Renewal of the contract(s) is at the option of the Government and this should be given careful consideration when considering costs that may impact operation of your aircraft over the contract period.

Proposals are due by 10:00 AM, February 10, 2010. Proposals received after this time and date would be subject to the conditions of D2.5, Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

You are urged to carefully read the solicitation in its entirety, as the solicitation does include new and/or updated provisions and clauses. Some items worthy of your attention and that could affect the proposal you submit, are:

- No Government fixed flight rates are used –offeror will submit pricing for both the availability and flight rates
- Two VHF-AM panel mounted radios (B7.3.2)
- One Automated Flight Following (AFF) system (B7.3.5)
- GPS requirements (B7.4)
- Offer contents to be submitted (D4)
- Successful offeror must be registered in the Central Contract Registration (CCR) in order for an award to be made (D7)
- Section E – Offeror may complete representations and certifications by an annual electronic submission.

If after reading the solicitation, you find you have questions, please submit your questions in writing they will be researched and answered via an amendment to the solicitation. Questions will be accepted until 4:00 pm January 29, 2010, and answers will be posted by close of business February 3, 2010.

Thank you

V. Michele Waters

V. Michele Waters, Contracting Officer

907-271-5021

Michele_Waters@nbc.gov

Proposal requirements are listed below:

You are required to submit the following documents (as described in Section D) upon thorough review of your requirements under the solicitation:

- ☐ Completed Standard Form 1449 with blocks 12 (as applicable), 17 (no code or facility code required), and 30 (include signature, title, and date) completed.
- ☐ Completed Item Pricing (multiple schedules if offering differently priced aircraft)
- ☐ Section E, Offerors Representations and Certifications
- ☐ Offerors Miscellaneous Information
- ☐ A completed copy of the Aircraft Questionnaire (for each aircraft offered)
- ☐ A completed copy of the Pilot Questionnaire
- ☐ A completed copy of the AMD 64A
- ☐ A completed copy of the Reference Questionnaire
- ☐ Acknowledgment of Solicitation Amendments (if any) which will be posted on www.fbo.gov

Additional Requirements:

- ☐ Prior to any award, Offerors are also required to be registered in the Central Contractor Registration database (www.ccr.gov) for the NAICS of the agreement (481211).
- ☐ Prior to any payments, an ACH-Vendor/Miscellaneous Payment Enrollment Form is required to set up Electronic Payments along with a W-9. If you have previously submitted this information to Aviation Management you do not need to resubmit unless the information has changed.
- ☐ Annually, vendors are required to update FAR 52.212-3 Offerors Representations and Certifications. This can be done in writing or by updating the information online using the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov>.

Please mail the entire package back to:

Aviation Management

Attn: V. Michele Waters

4405 Lear Court

Anchorage, AK 99502

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

PAGE 1 OF 56

6. SOLICITATION ISSUE
DATE 01/21/2010

8. OFFER DUE DATE/ 02/10/2010
LOCAL TIME 10:00 am

12. DISCOUNT TERMS

10 days	
20 days	
30 days	
days	

☐ RFQ ☐ IFB ☒ RFP

CODE	00081
------	-------

ANCHORAGE, AK 99502-1032

CODE	00080
------	-------

NBC, AVIATION MANAGEMENT ACCOUNTING BRANCH
300 E. MALLARD DR., STE. 200
BOISE, ID 83706-3991

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK
BELOW IS CHECKED ☐ SEE ADDENDUM

24.
AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

26. TOTAL AWARD AMOUNT	(For Govt. Use Only)
------------------------	----------------------

29. AWARD OF CONTRACT: REF. _____ OFFER
☐ DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5),
 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH
 HEREIN, IS ACCEPTED AS TO ITEMS:

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED

V. Michele Waters

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____
32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

SECTION A - REQUIREMENTS AND PRICES

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SECTION A - REQUIREMENTS AND PRICES

SECTION A – REQUIREMENTS AND PRICES

CONTRACT ACRONYMS

AC Advisory Circular
 AD Airworthiness Directive
 AMD Aviation Management Directorate
 A&P airframe and power plant
 APCO Association of Public-Safety Communications Officials
 ASM Aviation Safety Manager
 ASO Aviation Safety Office
 ASTM American Society for Testing and Material
 ATC air traffic control
 CFR Code of Federal Regulations
 CO Contracting Officer
 COR Contracting Officer's Representative
 COTR Contracting Officer's Technical Representative
 CFR Code of Federal Regulations
 CTCSS continuous tone coded squelch system
 DM degrees/minutes/decimal minutes
 DOI Department of Interior
 DOT Department of Transportation
 ELT emergency locator transmitter
 EPA Environmental Protection Agency
 ERG Emergency Response Guidebook
 FAA Federal Aviation Administration
 FAR Federal Acquisition Regulations
 FS Forest Service
 FTR Federal Travel Regulations
 GVW gross vehicle weight
 GPM gallons per minute
 GPS global positioning system
 HIGE hover-in-ground effect
 HOGE hover-out-of-ground effect
 IAT interagency aviation training
 ICAO International Civil Aviation Organization
 ICS intercom system
 IFR instrument flight rules
 IP Institute of Petroleum
 MMSB Manufacturer's Mandatory Service Bulletins
 NBC National Business Center
 NFPA National Fire Protection Association
 NTSB National Transportation Safety Board
 NWCG National Wildfire Coordinating Group
 PA public address system
 PFD personal flotation device
 PIC pilot-in-command
 PPE personal protective equipment
 PSD plastic sphere dispenser
 PSI pounds per square inch
 PTT push to talk
 RFP Request for Proposals
 RPM revolutions per minute
 SFI Safety Foundation Incorporated
 STEP Single-skid, Toe-In and Hover Exit/Entry Procedures
 TBO time between overhaul
 TSO technical service order

UL Underwriter's Laboratory
 USDA United States Department of Agriculture
 VFR visual flight rules
 VNE velocity never exceed
 VOX voice activation
 VSWR voltage standing wave ratio

SCHEDULE OF SUPPLIES/SERVICES

A1. General.

Furnish flight services consisting of two fixed wing aircraft that are contractor operated and maintained. Services shall be for the exclusive use of the Bureau of Land Management, Alaska Fire Service, in support of transportation of Government personnel for support of fire and resource management activities, and other interagency governmental work.

Bid Items

Description

Item 1

Aircraft Requirement:

One multi-engine, high wing aircraft with IFR capabilities, which by design characteristic, will allow unobstructed downward and lateral view from the right-hand cockpit seat while in straight and level flight

Crew Requirement:

Pilot-In-Command (PIC), an on-site mechanic, and a Relief Pilot.

Bureau:

Bureau of Land Management, Alaska Fire Service

Designated Base:

Ft. Wainwright, Alaska

Exclusive Use Period:

90 calendar days beginning May 3 and ending July 31.

Aircraft Description:

Commander AC-680, or equal.

Minimum Aircraft Requirements:

--Multi-engine, high wing configuration airplane, which by design characteristic, will allow unobstructed downward and lateral view from the right-hand cockpit seat while in straight and level flight.

-- Minimum five passenger seats. Seats must be removable for cargo carrying capabilities.

-- The aircraft configuration must allow for 180 cubic feet of cargo capacity in the main cabin area, while not obstructing the ingress / egress of the two cockpit seats.

-- Minimum useful load of 1,000 pounds and range of 375 NM.

-- Minimum airspeed of 160 knots at 5,000 ft. PA and ISA +5 degrees C. Not to exceed 75% power.

-- Minimum endurance of 4 hours.

-- Performance: Capable of operating from 3,000 ft. gravel surface with a useful load of 1,000 lbs. at 2,000 ft. PA and 25 degrees C.

Target Aircraft Requirements:

--Multi-engine, high wing configuration airplane, which by design characteristic, will allow unobstructed downward and lateral view from the right-hand cockpit seat while in straight and level flight.

--Minimum airspeed of 200 knots at 5,000 ft PA and ISA +5 degrees C. Not to exceed 75% power.

Note: If both Items 1 and 2 are awarded to the same contractor, only one mechanic is required (B13.2)

SECTION A - REQUIREMENTS AND PRICES

Bid Items Descriptions

Item 2

Aircraft Requirement:

One Multi-Engine High-Wing Airplane, with IFR capabilities which by design characteristic, will allow unobstructed downward and lateral view from the right-hand cockpit seat while in straight and level flight.

Crew Requirement:

Pilot-In-Command (PIC), an on-site mechanic, and a Relief Pilot.

Bureau:

Bureau of Land Management, Alaska Fire Service

Designated Base:

Ft. Wainwright, Alaska

Exclusive Use Period:

100 calendar days beginning May 10, and ending August 17.

Aircraft Description:

Commander AC-680, or equal.

Minimum Aircraft Requirements:

- Multi-Engine, High Wing Configuration airplane, which by design characteristic, will allow unobstructed downward and lateral view from the right-hand cockpit seat while in straight and level flight
- Minimum five passenger seats. Seats must be removable for cargo carrying capabilities.
- The aircraft configuration must allow for 180 cubic feet of cargo capacity in the main cabin area, while not obstructing the ingress / egress of the two cockpit seats.
- Minimum useful load of 1,000 pounds and a range of 375 NMs.
- Minimum airspeed of 160 knots at 5,000 ft. PA and ISA +5 degrees C. Not to exceed 75% power.
- Minimum endurance of 4 hours.
- Performance: Capable of operating from 3,000 ft. gravel surface with a useful load of 1000 lbs and a 2,000 ft. PA and ISA +25 degrees C.

Target Aircraft Requirements:

- Multi-engine, high wing configuration airplane, which by design characteristic, will allow unobstructed downward and lateral view from the right-hand cockpit seat while in straight and level flight.
- Minimum airspeed of 200 knots at 5,000 ft PA and ISA +5 degrees C. Not to exceed 75% power.

Note: If both Items 1 and 2 are awarded to the same contractor, only one mechanic is required (B13.2)

SECTION A - REQUIREMENTS AND PRICES

A2 Item 0001Pricing

Complete shaded areas only.

DESIGNATED BASE Fort Wainwright Alaska	EXCLUSIVE USE PERIOD 90 calendar days	START DATE: May 03, 2010 (See C18.) END DATE: July 31 2010
--	---	---

OFFEROR NAME		
AIRCRAFT FOR THIS PRICING SCHEDULE	Make/Model	FAA Registration #

*The amounts in these line items shall not be exceeded without written authorization by the Contracting Officer. Funding for this line item and miscellaneous additional pay items shall be funded through Wildland Fire Management Funds as appropriated annually through the Department of the Interior appropriations legislation. Bureaus will ensure that appropriate funds are available prior to ordering services for flight time and other additional pay items under this contract. Wildland Fire Management funds are available to support the suppression or emergency prevention of wildland fire on or threatening lands under the jurisdiction of the Department of the Interior: for emergency rehabilitation of burned-over lands under its jurisdiction; for emergency actions related to potential or actual earthquakes, floods, volcanoes, storms, or other unavoidable causes; for contingency planning subsequent to actual oil spills; for response and natural resource damage assessment activities related to actual oil spills; and for the prevention, suppression, and control of actual or potential grasshopper or mormon cricket outbreaks on lands under the jurisdiction of the Secretary, pursuant to the authority in Section 1773(b) of Public Law 99-198 (99 Stat. 1658.)

ITEM 1	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2010 0001AA	1 st YEAR – 5/03 – 7/31 Price per day for availability	AV	90	DAYS	\$	\$
0001AB	*Price per flight hour for estimated flight hours (DRY)	FT	ESTIMATED 250	FLIGHT HOURS	\$	\$
0001AC	*Additional pay items (see schedule following line item pricing) The additional pay item estimated amount is calculated by the agency, and is for funding purposes only. The amount implies no guarantee and will not be evaluated for award purposes.			See Additional Pay Items Schedule for Rates		\$
BASE YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 1st year, 2010						\$

ITEM 1	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2011 0002AA	2nd YEAR – 5/03 – 7/31 Price per day for availability	AV	90	DAYS	\$	\$
0002AB	*Price per flight hour for estimated flight hours (DRY)	FT	ESTIMATED 250	FLIGHT HOURS	\$	\$
0002AC	*Additional pay items (see schedule following line item pricing) The additional pay item estimated amount is calculated by the agency, and is for funding purposes only. The amount implies no guarantee and will not be evaluated for award purposes.			See Additional Pay Items Schedule for Rates		\$
OPTION YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 2nd year, 2011						\$

SECTION A - REQUIREMENTS AND PRICES

ITEM 1	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2012 0003AA	3rd YEAR --- 5/03 - 7/31 Price per day for availability	AV	90	DAYS	\$	\$
0003AB	*Price per flight hour for estimated flight hours (DRY)	FT	ESTIMATED 250	FLIGHT HOURS	\$	\$
0003AC	*Additional pay items (see schedule following line item pricing) The additional pay item estimated amount is calculated by the agency, and is for funding purposes only. The amount implies no guarantee and will not be evaluated for award purposes.			See Additional Pay Items Schedule for Rates		\$

OPTION YEAR - ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS - 3rd year, 2012

\$

ITEM 1	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2013 0004AA	4th YEAR - 5/03 - 7/31 Price per day for availability	AV	90	DAYS	\$	\$
0004AB	*Price per flight hour for estimated flight hours (DRY)	FT	ESTIMATED 250	FLIGHT HOURS	\$	\$
0004AC	*Additional pay items (see schedule following line item pricing) The additional pay item estimated amount is calculated by the agency, and is for funding purposes only. The amount implies no guarantee and will not be evaluated for award purposes.			See Additional Pay Items Schedule for Rates		\$

OPTION YEAR - ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS - 4th year, 2013

\$

SECTION A - REQUIREMENTS AND PRICES

A2 Item 0002Pricing

Complete shaded areas only.

DESIGNATED BASE Fort Wainwright Alaska	EXCLUSIVE USE PERIOD 100 calendar days	START DATE: May10, 2010 (See C18.) END DATE: August 17 2010
--	--	--

OFFEROR NAME		
AIRCRAFT FOR THIS PRICING SCHEDULE	Make/Model	FAA Registration #

*The amounts in these line items shall not be exceeded without written authorization by the Contracting Officer. Funding for this line item and miscellaneous additional pay items shall be funded through Wildland Fire Management Funds as appropriated annually through the Department of the Interior appropriations legislation. Bureaus will ensure that appropriate funds are available prior to ordering services for flight time and other additional pay items under this contract. Wildland Fire Management funds are available to support the suppression or emergency prevention of wildland fire on or threatening lands under the jurisdiction of the Department of the Interior: for emergency rehabilitation of burned-over lands under its jurisdiction; for emergency actions related to potential or actual earthquakes, floods, volcanoes, storms, or other unavoidable causes; for contingency planning subsequent to actual oil spills; for response and natural resource damage assessment activities related to actual oil spills; and for the prevention, suppression, and control of actual or potential grasshopper or mormon cricket outbreaks on lands under the jurisdiction of the Secretary, pursuant to the authority in Section 1773(b) of Public Law 99-198 (99 Stat. 1658.)

ITEM 2	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2010 0005AA	1st YEAR – 5/10 – 8/17 Price per day for availability	AV	100	DAYS	\$	\$
0005AB	*Price per flight hour for estimated flight hours (DRY)	FT	ESTIMATED 250	FLIGHT HOURS	\$	\$
0005AC	*Additional pay items (see schedule following line item pricing) The additional pay item estimated amount is calculated by the agency, and is for funding purposes only. The amount implies no guarantee and will not be evaluated for award purposes.			See Additional Pay Items Schedule for Rates		\$
BASE YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 1st year, 2010						\$

ITEM 2	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2011 0006AA	2nd YEAR – 5/10 – 8/17 Price per day for availability	AV	100	DAYS	\$	\$
0006AB	*Price per flight hour for estimated flight hours (DRY)	FT	ESTIMATED 250	FLIGHT HOURS	\$	\$
0006AC	*Additional pay items (see schedule following line item pricing) The additional pay item estimated amount is calculated by the agency, and is for funding purposes only. The amount implies no guarantee and will not be evaluated for award purposes.			See Additional Pay Items Schedule for Rates		\$
OPTION YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 2nd year, 2011						\$

SECTION A - REQUIREMENTS AND PRICES

ITEM 2	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2012 0007AA	3rd YEAR -- 5/10 - 8/17 Price per day for availability	AV	100	DAYS	\$	\$
0007AB	*Price per flight hour for estimated flight hours (DRY)	FT	ESTIMATED 250	FLIGHT HOURS	\$	\$
0007AC	*Additional pay items (see schedule following line item pricing) The additional pay item estimated amount is calculated by the agency, and is for funding purposes only. The amount implies no guarantee and will not be evaluated for award purposes.			See Additional Pay Items Schedule for Rates		\$

OPTION YEAR - ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS - 3rd year, 2012

\$

ITEM 2	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2013 0008AA	4th YEAR - 5/10 - 8/17 Price per day for availability	AV	100	DAYS	\$	\$
0008AB	*Price per flight hour for estimated flight hours (DRY)	FT	ESTIMATED 250	FLIGHT HOURS	\$	\$
0008AC	*Additional pay items (see schedule following line item pricing) The additional pay item estimated amount is calculated by the agency, and is for funding purposes only. The amount implies no guarantee and will not be evaluated for award purposes.			See Additional Pay Items Schedule for Rates		\$

OPTION YEAR - ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS - 4th year, 2013

\$

ADDITIONAL PAY ITEMS SCHEDULE

SCHEDULE SUB-ITEM 0008	ADDITIONAL PAY ITEMS	PAY ITEM CODE	QUANTITY	UNIT	APPLICABLE FOR OPERATIONS IN ALASKA
i	Extended Standby - Pilot	EP	INDEFINITE	HOUR	\$ 49.00
ii	Extended Standby - Mechanic	EM	INDEFINITE	HOUR	\$ 45.00
iii	Additional Personnel (Flight Crew)	AC	INDEFINITE	DAY	
iv	Overnight Allowance	PD	INDEFINITE	Overnight	Per FTR Schedule
v	Contractor-furnished Fuel	FC	----	----	Actual Cost
vi	Contractor Miscellaneous Costs	SC	INDEFINITE	EACH	Actual Cost

SECTION B – TECHNICAL SPECIFICATIONS

SECTION B – TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1. General Requirements

B1.1 Scope of Contract

B1.1.1 The intent of this contract is to obtain flight services for transportation of personnel and/or cargo in support of fire and resource management activities; including fire detection; logistical support; aerial observation; search and rescue; administrative and related activities as directed by the Government. Operations are usually in response to fire management missions in flat to rolling terrain at approximately 700 feet mean sea level. Flights in mountainous terrain of approximately 2000 to 4000 foot MSL can be expected, law enforcement limited to non-threatening surveillance and reconnaissance, and other administrative related resource activities. Fulfillment of these programs can only be accomplished through an effective working relationship between the Government and Contractor. Employees of the Contractor are an integral element to assure mission accomplishment. The Contractor's employees' cooperation, professionalism and positive attitude towards accomplishment of the mission and aviation safety is essential to establish the necessary relationship that must exist to successfully complete this contract.

B1.1.2 The Government has interagency and cooperative agreements with other federal agencies, state agencies and private landholders, and may dispatch aircraft under this contract for such cooperative use.

B1.1.3 Aircraft furnished under this contract shall be subject to the exclusive use and control of the Government, 24 hours per day, 7 days per week, throughout the periods specified. The aircraft shall not be operated except as directed by the Contracting Officer or an authorized representative of the Contracting Officer.

B1.1.4 Aircraft furnished under this contract may be required to perform in Alaska, Canada, or any of the 48 conterminous United States.

B2.1 Certification

B2.1.1 The Contractor shall be certified under the provisions of Federal Aviation Regulations (14 CFR) Part 119, "Certification: Air Carriers and Commercial Operators." The Operations Specifications shall authorize operation of the category and class of aircraft and conditions of flight required under this contract including: Airplane; Multi-Engine, VFR, IFR, day/night, passenger, and cargo. Operations utilizing more than one pilot and reconfiguration of the aircraft by the pilot (i.e., passenger to cargo) shall be approved. Operations with an autopilot in accordance with 14 CFR 135.105 shall be authorized. The contractor shall be certified under the provisions of 49 CFR and approved in

company operations specifications for the transportation of hazardous materials.

B2.2.1.1 Aircraft used on this contract will be operated and maintained, by the contractor, under provisions of 14 CFR 135 and carried on the list required by 14 CFR 135.63 unless otherwise authorized by the Contracting Officer(CO).

B2.2.2 Aircraft offered for this contract shall have a Standard Airworthiness Certificate. The installation of any equipment required by this contract must be Federal Aviation Administration (FAA) approved.

B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) typed provisions of these specifications; (2) DOI, NBC, Aviation Management supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; (5) other documents incorporated by reference.

B4 Contracts

The Contractor must maintain a copy of the contract and all modifications in each contract aircraft throughout the performance period.

B5. Aircraft Requirements

B5.1 Condition of Equipment

B5.1.1 Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Aircraft systems and components shall be free of leaks except where specified by the manufacturer.

B5.1.2 All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion or repairs which hinder visibility. Repairs such as safety wire lacing and stop drilling of cracks are not acceptable permanent repairs. Prior to acceptance, all temporarily repaired windows and windshields shall have permanent repairs completed or shall be replaced.

B5.1.3 The aircraft interior shall be clean and neat. There shall be no unrepaired tears, rips or other damage in the upholstery or headliner.

B5.1.4 The exterior finish and paint shall be clean and in good condition.

B5.1.5 These condition of equipment concerns are in addition to airworthiness requirements.

B6 Equipment Requirements

B6.1 Current navigational publications are required, for the area of operations, to include: the Alaska Supplement and

SECTION B – TECHNICAL SPECIFICATIONS

VFR sectional aeronautical charts; IFR enroute low altitude charts for Alaska and U.S. Terminal Procedures, Alaska Vol. I.

B6.2 A first aid kit containing items specified in Exhibit 1 shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B6.3 A survival kit containing items specified in Exhibit 1 shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B6.4 The fire extinguisher(s) as required by 14 CFR 135.155 shall be a hand-held bottle with a minimum 2-B: C: rating, and mounted and accessible to the flight crew.

B6.5 The aircraft shall be equipped with individual lap belts for each occupant and FAA-approved shoulder harness with inertia reel for both front seat positions. Shoulder harness and lap belt shall fasten with metal-to-metal, single-point, quick release mechanism.

(see the UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS Exhibit for requirements)

B6.6 The aircraft shall be equipped with five cabin passenger seats. Note: Four passenger seats in the rear of the aircraft and one passenger in the right front seat of the aircraft.

B6.7 Cabin heater with windshield defogger.

B6.8 A white strobe light system visible from above is required. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe light with an independent activating switch shall be provided in addition to the red strobe. A 1/2 white and 1/2 red lens is acceptable.

B6.9 Aircraft shall have approved lighting for night operation in accordance with 14 CFR 91 including instrument lights.

B6.10 The aircraft shall be equipped with a pulse type light system to enhance recognition of the aircraft. The system shall utilize existing landing lights. A pulselite model 1220/2410-2 or equal will meet this requirement.

B6.11 The control yoke on the observer's side is not required to be removed.

B6.12 The aircraft shall be equipped with FAA approved cargo tie down provisions, cargo nets and cargo tie-downs for cargo operations.

B6.12.1 Cargo restraint installation shall secure cargo from shifting, or slipping through or under restraint.

B6.12.2 Cargo tie-down provisions shall conform to AC 43.13-2A or other approved data.

B6.12.3 Cargo nets and straps shall not be attached to pilot and/or passenger seat structures.

B6.13 The aircraft shall have an isolated baggage compartment capable of carrying 400 lbs.

B6.14 The aircraft shall be equipped in accordance with 14 CFR 135 for IFR and flight into known icing conditions.

B7. Avionics Requirements

B7.1 Avionics Requirements. The following systems shall be furnished, installed, made operable and maintained by the Contractor in each contract aircraft in accordance with the installation and maintenance standards of this contract and FAR Part 43.13. Any aeronautical, mobile, or portable VHF-FM radios furnished to meet the requirements of this document shall also be APCO Project 25 (EIA/TIA-102) compliant.

B7.1.1 An avionics master switch system shall be provided to control the power to all the aircraft's avionics systems and government-furnished equipment, except the ELT, from a single switch.

B7.1.1.1 Prior to performance under this document, the Contractor/Vendor shall ensure that all pilots are trained and proficient in the operation and programming of all avionics systems, including but not limited to, FM radios. GPS, Automated Flight Following (AFF), etc. as installed in any aircraft to which they may be assigned

B7.2 One contractor furnished automatic-portable or automatic-fixed 406MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COMPAS/SARSAT Class 2 specification shall be installed in a conspicuously marked location per the manufacturer's installation manual. The ELT shall be interfaced to the aircraft GPS navigation system so as to transmit aircraft location and registration number. An external fixed-type antenna will be used in all applications.

B7.3 Two panel mounted VHF/AM (VHF-1, VHF-2) airways communication transmitter/receiver system, minimum 760 receive channels 118.000 to 135.975 MHz in 12.5 KHz increments on # 1 VHF and a minimum 720 receiver channels on #2, and minimum 5 watts transmit carrier power.

B7.4 Two VHF airways navigation VOR/LOC receiver system with indicators, minimum of 200 navigation receive channels.

B7.5 One glideslope system, 40 receiver channels.

B7.6 One marker beacon receiver system with three light indicator.

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B7.7 One Horizontal Situation Indicator (HSI), fully integrated to the autopilot. The CDI will display both VOR/LOC and GPS.

B7.8 One ADF, automatic direction finder receiver system, frequency range of at least 200 to 1,699 kHz, connected to the RMI. This requirement is waived if the aircraft has two installed and working IFR GPS's with current databases.

B7.9 One ATC transponder system, and altitude reporting system, meeting the requirements of 14 CFR 91.215, and tested and inspected per 14 CFR 91.413.

B7.10 One DME distance measuring system, 200 channel, minimum.

B7.11 One radio altimeter, with decision height warning system including both visual (light) and audible warning indications. Warning system will provide aural warning to pilot through headphones.

B7.12 One thunderstorm detection system such as BF Goodrich Avionics system Series II Storm Scope or equal. The system shall have a light emitting diode (LED) or other units with high contrast displays. Examples of displays which may be acceptable are "Electro-luminescence" or "Super Twisted Liquid Crystal Displays" (LCD) that are backlighted. If a multi-function display (MFD) such as a Garmin 430 is available in the cockpit, then the Storm Scope information shall be portrayed on that MFD only.

B7.13 The aircraft shall be equipped with a Traffic Collision and Alert Device (TCAD) to identify transponder mode C equipped aircraft without any radar interface. The display shall have range marking down to a minimum of 1 NM in order to maximize display of aircraft over a fire. If a multi-function display (MFD) such as a Garmin 430 is available in the cockpit, then the information from this system shall be displayed only on that MFD.

B7.14 One Automated Flight Following (AFF) system compatible with the Government's AFF network. The AFF system shall be powered by the aircraft electrical system, installed per the AFF manufacturer's installation manual, and operational in all phases of flight. Any manufacturer-required pilot displays or controls shall be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

B7.14.1 The Contractor shall maintain a subscription service providing AFF position reporting for satellite tracking. The position-reporting interval shall be two minutes. The Contractor shall register the installed AFF equipment with the Government AFF network providing: AFF system manufacturer; model, and serial numbers; aircraft make, model, and complete tail number; and Contractor point of contact. Registration contact information is available on the government's AFF web site at <https://www.aff.gov>.

B7.14.2 The following AFF equipment is known to be compatible with the Government's AFF network:

Blue Sky Network (858) 551-3894,
www.blueskynetwork.com

Model: D-1000

Northern Airborne Technology, Ltd. ((250) 763-2282,
www.northernairborne.com

Model: STX100

Sky Connect, LLC (703) 404-4400, www.skyconnect.aero

Models: Tracker & Flight Deck

Note: Equipment size, weight, and installation requirements vary between the above systems. The contractor should evaluate each system to determine the most appropriate one for their particular aircraft.

Note: A current list of all acceptable equipment can be found at: <https://www.aff.gov>

Note: Some Blue Sky, Northern Airborne, and Sky Connect systems will not work in Alaska. An Iridium based system is required.

B7.15 Satellite Phone System. The Vendor will furnish a Satellite Phone system

B7.15.1 The phone system control panel shall be mounted in the cockpit. The location should provide ready and unencumbered access to the keypad for both front seat occupants.

B7.15.2 The Satellite phone system shall allow ready access to the two installed audio control panels and allow access to the rear intercom system of the passengers for monitoring conversation on the satellite phone. The phone system shall have the capability of six pre-dialed numbers and be capable of connecting when dialed to a cell phone or a satellite phone. This system shall be powered by the aircraft electrical system (28VDC) with circuit protection provisions.

B7.15.3 The TSO C-129a L band antenna (Sensor System PN S67-1575-109) shall be installed on top of the fuselage and the vertical stabilizer shall be avoided. Antenna mounting in proximity to a GPS antenna must be avoided.

B7.16 One VHF/FM personal portable radio not installed in the aircraft. The contractor shall furnish for each item of this contract one VHF/FM portable radio for use by the pilot. The radio shall provide synthesized tuning programmable radio in the frequency range of 150 to 174 MHz. and be narrow and wide band selectable.

B7.17 One mobile telephone system (cell phone). The contractor shall provide one personal portable cell phone for use by the pilot. The service coverage on the cell phone shall be provided to the maximum extent commercially available in the Interior of Alaska.

SECTION B – TECHNICAL SPECIFICATIONS

B7.18 One APCO Project 25-compliant (P25) VHF-FM aeronautical transceiver (FM-1), which provides selection of narrowband (12.5 kHz) analog, wideband (25.0 kHz) analog, or narrowband (12.5kHz) digital bandwidth operation on each of a minimum of 100 MAIN field-programmable channels. The transceiver's operational controls must be located and arranged so that the pilot and observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.18.1 The transceiver's operational frequency range must include the MAIN band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.18.1.1 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.18.1.2 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.18.2 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisronics TDFM-136 or TDFM-136A
Cobham (formerly NAT) NPX-136D-070

B7.18.3 One CTCSS sub-audible tone encoder (which may be an integral part of the transceiver), with the lowest 32 TIA/EIA-603 standard tone frequencies (from 67.0 to 203.5 Hz, less 69.3 Hz) being selectable, shall be interfaced to the above transceiver. It is desired that the encoder provide a display of the selected tone or tone frequency.

B7.19 Provisions for auxiliary VHF-FM (AUX-FM) portable radio:

B7.19.1 The Contractor shall provide the necessary interface for installing and properly operating an auxiliary VHF-FM portable radio through the aircraft's audio control system(s). The interface shall consist of the appropriate

wiring from the audio control system, terminated in an ITT/Cannon type MS3112E12-10S 10-pin connector conveniently located for use by the observer/copilot, and utilizing the contact assignments as specified by drawing FS/OAS-17. See Exhibit 2.

B7.19.2 One weatherproof, external, broadband antenna covering the 150-174 MHz band, with associated RG-58A/U (or equivalent) coaxial cable and connector, terminated in a bulkhead-mounted, female BNC connector (type UG-290A), conveniently located for use by the observer/copilot adjacent to the above 10-pin connector (Comant model CI-177 or equal).

B7.19.3 Mounting facilities, in accordance with the specifications of FAA AC 43.13-2A, for secure installation of the auxiliary VHF-FM portable radio in the cockpit shall be provided. The location of the mounting facilities shall be such that, when connected with an 18-inch adapter cable, the radio's controls shall be located and arranged so that the observer/copilot, when seated, has full and unrestricted movement of the radio's controls, without interference from clothing, the cockpit structure, or the flight controls.

B7.19.4 Positive-polarity microphone excitation voltage shall be provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor shall be provided to prevent the portable radio microphone excitation voltage from entering the system. Sidetone for the AUX-FM shall also be provided. (NAT model AA34-300, Premier model PA-34, or equivalent).

B7.19.5 In lieu of the above AUX-FM requirements, the Contractor may substitute one VHF-FM aeronautical transceiver (FM-2) which meets the requirements (less guard) for the VHF-FM aeronautical transceiver (FM-1), as detailed above.

B7.20 One IFR certified Global Positioning System (GPS) meeting the following requirements. The GPS must be approved for IFR Navigation under TSO-C129, and must be enabled for use with the Wide Area Augmentation System (WAAS).

B7.20.1 The GPS shall be capable of inputting to the horizontal situation indicator (HSI).

B7.20.2 Global Positioning System (GPS). One panel-mounted GPS shall be permanently installed in the aircraft, in such a manner as to be readily visible and accessible to both the pilot and front seat observer positions. The GPS must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning, utilize an approved, fixed, external aircraft antenna, and be powered by the aircraft electrical system. This system must have a current Aviation Data base installed. Hand-held and/or marine equipment is not acceptable.

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B7.20.3 The GPS shall have a Light Emitting Diode (LED) or other units with high contrast displays. Examples of displays that may be acceptable are “Electro-Luminescence” or “Super-Twisted” Liquid Crystal Displays (LCD) that are back lighted.

B7.21 Audio Control System

B7.21.1 The pilot and observer positions shall each be equipped with a complete, duplicate, interchangeable, independent audio control system.

B7.21.2 Transmitter selector system: The pilot and observer shall be able to talk on all radio communication transmitters, interphone, at their position, with their single microphone plugged into their single jack. This will require a transmitter selector switch to select only one transmitter at a time to the single microphone jack and its associated push-to-talk switch. When any transmitter is selected, the switch shall automatically select its companion receiver audio, mixed with transmitter sidetone, to the headset jack. The transmitter sidetone shall also be available for cross monitoring at the corresponding receiver switch.

B7.21.3 Receiver audio selector system: The pilot and front observer shall be able to listen to any combination of all the receivers and to the intercom with their single headset plugged into their single jack. The system shall employ a commercially available amplifier with isolated inputs for each radio and sufficient gain and power output to deliver 100 milliwatts (with less than 10 percent noise and distortion combined) to each headset simultaneously. The amplifier shall provide sufficient isolation so that each audio signal is reduced by no less than 40 db when its associated selector switch is turned off.

B7.21.4 An interphone system shall be provided with a minimum of six positions. The interphone will provide communication between all six positions. This will require interphone push-to-talk (PTT) on the cord of each of the aft four positions and the co-pilot observation position

B7.21.4.1 The interphone amplifier shall have sufficient gain and power output capability to deliver 100 milliwatts (with less than 10 percent noise and distortion combined) to each headset simultaneously.

B7.21.4.2 A control, convenient to the pilot, shall be provided for the interphone amplifier to adjust the headset audio to a comfortable level.

B7.21.4.3 The interphone push-to-talk switch at any one position shall not energize the microphone at any other position.

B7.21.4.4 The interphone may have “voice activation” in lieu of the push-to-talk interphone described above, a voice-activated interphone is acceptable provided the clarity and noise level of the interphone is satisfactory.

B7.22 Headset and Microphone Characteristics

B7.22.1 The audio system shall be designed for headset/bloom-microphones manufactured to 500 ohm headsets and carbon-equivalent, noise-canceling boom type microphones .

B7.22.2 The aircraft headset/microphone jacks shall be JJ-033 and JJ-034 to accept the headset/bloom-microphone PJ-055B and PJ-068 plugs.

B7.22.3 The Contractor shall furnish a noise canceling Bose, David Clark, Sennheiser, or equal in each of the six required ICS positions. Headsets will be powered by aircraft system power or a powerpacks affixed to the headset. If powerpacks are used spare batteries will be on board for the six headsets used.

B7.23 Push-to-talk switches

B7.23.1 At the pilot's position, a yoke mounted three-position switch (spring loaded to the off position) to access all transmitters on one position and interphone on the other position will be installed.

B7.23.2 The transmitter and interphone switching shall be on each position's cord of the headset/bloom-microphone jack. These positions include: the co-pilot/observer and aft passengers.

B7.23.3 The operation of a push-to-talk switch at any one position shall not energize the microphone at any other position.

B7.24 Equipment Labeling. Equipment labeling denoting functions of switches shall be correctly referenced and permanently labeled.

B8 Fuel Servicing Vehicle Requirements

(Not Applicable for Alaska) See B25.3 for Alaska Fuel Requirements

B9. Pilot Requirements and Authority

The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot must have the authority to represent the Contractor in all matters except changes in price and time, unless the Contracting Officer (CO) is notified otherwise, in writing, and the modification approved prior to performance.

B10. Pilot Qualifications

B10.1.1 Pilots shall have at least a FAA commercial pilot certificate with instrument rating and appropriate category and class ratings.

B10.1.2 Pilots shall hold at least a current second class medical certificate issued under provisions of 14 CFR 67.

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B10.1.3 Pilots shall provide evidence of satisfactorily passing an FAA competency (14 CFR 135.293) and instrument proficiency check (14 CFR 135.297), including single pilot IFR, in the make and model offered for this contract. This flight check must be valid for the contract exclusive use and post season period.

B10.1.4 Pilot flying hours shall be verified from a certified pilot log. Further verification of flying hours may be required at the discretion of the CO.

B10.1.5 Each pilot shall, at the discretion of the Contracting Officer's Technical Representative (COTR), pass an agency flight evaluation in make and model of aircraft to be flown on this contract. The flight evaluation will be in an aircraft supplied by the Contractor, at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this contract.

B10.1.6 Pilots shall display evidence of experience in using all equipment specifically identified in Section B for performance of contract work (FM radio, GPS, Satellite phone, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight. Pilot may use an abbreviated checklist.

B10.1.7 Pilots shall have logged minimum flying time as pilot-in-command as follows:

B10.1.7.1 1,500 hours Total pilot time.

B10.1.7.2 1,200 hours PIC, airplanes.

B10.1.7.3 100 hours Total time in the preceding 12 months, airplanes

B10.1.7.4 200 hours Category and class to be flown.

B10.1.7.5 10 hours PIC in class in the last 60 days.

B10.1.7.6 100 hours Night flying to include the recent flight experience requirements of FAR 61.57(b).

B10.1.7.7 75 hours Actual or simulated instrument flight time (including 50 hours in flight).

B10.1.7.8 100 hours PIC in make and model.

B10.1.7.9 500 hours Cross-country.

B10.1.8 The Contractor shall submit an experience resume for each pilot offered for approval. The resume' shall include names and pilot addresses of past employers, substantiation of related type and typical terrain flying and must show any and all accidents involving aircraft. The information shall be submitted on Form AMD-64A (with supplements if requested), Airplane Pilot Qualifications and Approval. This form can be found on the website at www.amd.gov

B10.1.9 Pilots shall demonstrate proficiency in the use of the installed GPS as follows:

B10.1.9.1 Determine the geographic coordinates of a destination identified on a sectional aeronautical chart.

B10.1.9.2 Install destination coordinates.

B10.1.9.3 Acquire distance and bearing to a coordinate or destination.

B10.1.9.4 Record as a waypoint, coordinates of locations while enroute to a primary destination.

B10.1.9.5 Navigate from present position to a selected /recorded waypoint or between two recorded waypoints.

B11 Personnel Duty Limitations

The Contractor must monitor and remove from duty any personnel for fatigue or other causes before they reach their daily duty or flight limitations.

B12 Flight Crew Members Flight and Duty Limitations

B12.1 Flight crews shall not exceed the following flight time and crew duty time limitations.

B12.1.1 Maximum of 8 hours flight time per duty period for single pilot crew.

B12.1.2 When a pilot acquires 36 or more flight hours in a consecutive six-day period, the pilot will be given the following one calendar day off (24 hours in Alaska) for rest, after which a new six-day cycle will begin. Flight time shall not exceed a total of 42 hours in any six consecutive days. The pilot is responsible for keeping the Government apprised of flight and duty time.

B12.1.3 Pilot time computation shall begin at start of takeoff roll and end at the time the aircraft is stopped at the parking spot.

B12.1.4 All flight time, regardless of how or where performed, except for personal pleasure flying will be reported by each flight crew member and used to administer

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flight time and duty time limitations. Flight time to and from a duty station as a flight crew member (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to; military, charter, flight instruction, biennial flight review, flight examinations by FAA designees, or any other flight time of a commercial nature whether compensated or not.

B12.1.5 Pilot's total flying time per quarter, half, and full year shall not exceed the limits established by 14 CFR 135.

B12.2 Duty Time

B12.2.1 Duty includes flight time, ground duty of any kind, and standby or alert status at any job site.

B12.2.2 Maximum crew duty period including flight and standby time of 14 hours in any 24-hour period.

B12.2.3 Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time.

B12.2.4 Mandatory rest period. At least 10 consecutive hours of rest shall be required immediately prior to each duty period. (Rest is defined as the time spent between duty periods characterized by inactivity or ease and is free from labor or disturbance). B14.

B12.2.5 Pilots shall have two 24-hour periods off duty during any 14-day period during the performance of this contract. Pilots shall have two calendar days off duty when involved in fire management activity in the 48 conterminous states within any 14 consecutive calendar days.

B12.2.6 The Government may further restrict daily flight hour limitations. Pilots may also be removed from duty for fatigue or other causes before reaching their flight hour or duty limitations.

B13 Mechanic Requirements

The Contractor must provide a mechanic who is on-site and immediately available to service and inspect the contract aircraft at any base of operations.

B13.1 The Contractor shall make available, prior to the initial inspection, a mechanic qualification form AMD-41 for each mechanic that will perform maintenance during the Availability Period on any aircraft covered by this contract. The qualification form, available from the Contracting Officer, shall list the mechanic's qualifications with reference to the specifications listed above.

B13.2 Availability of Mechanic. The mechanic shall be present at the designated base of operations and, when ordered by the Government, accompany the airplane to alternate bases of operations. The mechanic shall be present to service, inspect, and repair the aircraft. If both Items 1 and

2 are awarded to the same contractor, only one (1) mechanic is required to service both aircraft.

B14 Mechanic Qualifications

The mechanic shall be the holder of a valid FAA mechanic certificate with both airframe and powerplant ratings, must have held the certificate with both ratings for a period of 24 months, and meet the following experience requirements:

B14.1 6 of the last 24 months... Total time actively involved in aircraft maintenance as a certificated mechanic immediately preceding the start of the contract.

B14.2 12 months... Total experience in maintaining aircraft of the same category specified in this contract.

B14.3 12 months... Total time maintain an aircraft of the same make and model offered on the contract (satisfactory completion of the manufacturer's maintenance course or an equivalent Contractor's program for the make and model aircraft offered will meet this requirement).

B14.4 One Field Season... Total time maintaining an aircraft of the same make and model as offered under field conditions (three consecutive months maintaining the airplane away from the Contractor's base of operations with minimal supervision will meet this requirement.

B15. Mechanic Duty Limitations

Mechanics shall not exceed the following duty time limitations:

B15.1 Within any 24 hour period, mechanics shall have a minimum of eight consecutive hours off duty immediately prior to the beginning of any duty day. Travel, not local in nature, may be counted as duty time.

B15.2 Mechanics will have two full 24 hour periods off during any 14 day period during the performance of this contract. Off duty periods need not be consecutive.

B15.3 Duty time includes availability and work or alert status at any job site.

B15.4 The government may further restrict daily duty hours and may remove mechanics for fatigue or other causes before reaching their daily duty limitations.

B15.5 The mechanic will be responsible for keeping the Government apprised of his/her duty limitation status.

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B15.6 Relief or substitute mechanics reporting for duty under any contract may be required to furnish a record of all duty time during the previous 14 days.

B16 Reserved

B17 Reserved

B18 Reserved

B19 Pilot Authority and Responsibility

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits, (2) the safety of the aircraft, (3) its occupants, and (4) the cargo. The contract pilot:

B19.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

B19.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his/her authorized representative.

B19.3 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo.

B19.4 May perform preventive maintenance in accordance with 14 CFR Part 43.3(h) or with the Contractor's operational specifications, as appropriate.

B19.5 May function as a mechanic when the aircraft is not available due to required maintenance, provided that:

B19.5.1 He/she has met all of the mechanic qualifications and experience requirements specified herein.

B19.5.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B19.5.3 He/she does not accomplish scheduled maintenance, such as 50- and 100-hour inspections.

B20 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under Section B2.1 unless otherwise authorized by the CO. The Contractor must

ensure that all personnel operate in compliance with the following requirements:

B20.1 Manifesting. The PIC must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest remains at the point of initial departure. Manifest changes must be left at subsequent points of departure when practicable. A single manifest of all passengers involved may be left with an appropriate person in those instances when multiple short flights will be made within a specific geographical area and will involve frequent changes of passengers.

B20.2 Passenger briefings. Before each takeoff, the PIC must ensure that all passengers have been briefed in accordance with 14 CFR Part 135. Briefings for short flights do not need to be repeated unless new passengers come aboard. The briefing must describe the location and use of the following:

- a. Emergency locator transmitter
- b. First aid/ survival kits.
- c. Personal protective equipment.
- d. Operation of doors
- e. Battery and Fuel shutoff

B20.3 Dual controls. The pilot must brief any occupant seated in the co-pilot's position to remain clear of the flight controls at all times.

B20.6 Flight plans. Pilots must file and operate on a FAA, International Civil Aviation Organization (ICAO), or a DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B20.7 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances.

B20.8 Smoking will not be allowed in the aircraft.

B20.9 The pilot must remain at the flight controls while propellers or engines are turning.

B21 Security of Aircraft and Equipment

B21.1 The Contractor is responsible for the security of their aircraft, vehicles, and associated equipment during any periods the Contractor is supporting the Government under this contract.

B21.2 Aircraft Physical Security. The aircraft provided will be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of anti-theft devices on or within the aircraft, devices designed to lock aircraft flight control surfaces when not in use, or lockable devices designed to secure an aircraft to the ground,

SECTION B – TECHNICAL SPECIFICATIONS

are acceptable, provided they are appropriate for the aircraft. Utilization of other means of securing or disabling an aircraft are acceptable provided they achieve a level of security equal to or greater than the example methods identified herein

B21.3 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft.

B21.4 Examples of Acceptable Locking Devices & Methods

- Keyed Magneto
- Keyed Starter Switch
- Keyed Master Power Switch
- Hidden Battery Cut-Off Switches
- Hidden Start Relay Switches
- Throttle/Power Lever Lock
- Mixture/Fuel Lever Lock
- Locking Fuel Cut-Off
- Locking Tie-Down Cable

B21.5 Examples of Unacceptable Locking Devices & Methods

- Locking aircraft doors
- Fenced or gated parking area

B22 Reserved

B23 Reserved

B24 Exemption for Transportation of Hazardous Materials

The Contractor may be required to transport hazardous materials. Such transportation must be in accordance with 49 CFR, DOT special permit DOT-SP-9198, and the DOI, Interagency Aviation Transport of Hazardous Materials Handbook/Guide.

B24.1 A copy of the current exemption, DOI handbook, and DOT Emergency Response Guidebook (ERG) must be carried aboard each aircraft transporting hazardous materials.

B24.2 The Contractor must ensure that each employee who may perform a function subject to this DOT special permit receives required training which can only be satisfied by completing Interagency Aviation Training (IAT) Module A-110, Aviation Transportation of Hazardous Materials. The training can be completed online at <http://www.iat.gov>. The Contractor must document this training in the employee's records and make it available to the Government when requested.

Note: The DOT special permit and the DOI handbook/guide are available online at <http://www.amd.gov>. The Contractor is responsible for obtaining the DOT Emergency Response Guidebook.

B25 Fuel and Servicing Requirements

B25.1 General

All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910 or Mil T-910 (grade 80, 100, or 100LL).

B25.1.2 The Contractor must have a fuel quality assurance program.

B25.1.2.1 The NFPA fuel-handling handbook must be used as a guide, except that portions stating that no passengers must be on board the aircraft during fueling operations are not applicable. Copies of *NFPA Manual 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 Government personnel are not on board the aircraft during refueling operations.

B25.2.2 Government personnel are not involved with refueling of contract aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

B25.3 Government Provided fuel in Alaska

B25.3.1 The Government will furnish, transport, and store all aircraft fuel required at no expense to the contractor for operations within Alaska and Canada, or reimburse the Contractor for fuel purchases as set forth in Section B34.3, Contractor Furnished Fuel. When dispatched to the conterminous 48 states fuel will be furnished by the vendor.

B25.3.2 Grades of Government furnished fuel vary from location to location and the Contractor shall use the grade available that complies with the airframe and engine manufacturers recommendations.

B25.4 Government furnished fuel used by the Contractor for maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will be deducted from amounts due the Contractor. Deductions will be at the current cost of fuel either provided by the Government or reimbursed to the contractor by the Government.

B25.5 Fuel Reimbursement

The cost of fuel furnished by the Contractor in lieu of Government furnished fuel will be reimbursed to the Contractor as provided below:

SECTION B – TECHNICAL SPECIFICATIONS

B25.5.1 General. The Contractor shall not charge any fuel acquired under this contract directly to the Government. All fuel not otherwise furnished by the Government must be paid by or charged to the Contractor. The purchase shall be approved by the Contracting Officer's Administrative Representative. Fuel-related costs shall be recorded as a line entry (i.e. dates, fuel charge, dollar amount, and use Pay Item Code "FC"), shall be summarized under "Other Charges/Credits" on the Aircraft Use Report (AMD-23), AND shall be supported by paid legible, itemized invoices from the supplier. Certified true copies may be submitted in lieu of the original invoice.

B25.6 Ferry Flights through Canada and Flights Within the 48 Conterminous United States.

Upon dispatch to the 48 Conterminous United States, (including ferry through Canada) the Contractor shall be reimbursed for fuel in accordance with this Subsection until such time as the contractor crosses the U.S. L48 – Canadian Border. Upon release from the service in the 48 Conterminous United States and dispatch for return to the designated (Alaskan) base, the Contractor shall be reimbursed in accordance with this Subsection for fuel purchased only after crossing the 48 Conterminous United States – Canadian Border. Conversion from dry rate to wet rate (and wet to dry rate) shall coincide with first landing and refueling after crossing the border. Pilot shall record fuel on board at time of fueling. Credit for Government reimbursed fuel shall be recorded on the AMD 23 Flight Use Report prior to commencement of flight using wet rate. When changing from a dry to a wet or wet to dry rate, the pilot shall start a new Flight Use Report.

B25.7 Flight Rate Adjustment, 48 Conterminous United States Operations.

The flight rate will be increased to add a fixed fuel (wet rate) allowance for all Conterminous United States operations. The fuel allowance will be calculated using the fuel consumption rate contained in Exhibit entitled -Airplane Fuel Consumption Chart multiplied by the average cost of fuel derived by a Western States fuel price survey conducted each April/May. A contract modification will be prepared for adjustment of the flight rate.

AIRCRAFT MAINTENANCE REQUIREMENTS

B26 General - Maintenance

B26.1 The Contractor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the manufacturer's specifications.

B26.2 Transportation of required support personnel and supplies to bases of operation shall be provided by the Contractor. However, Government transportation may be available on a space available basis. There is no guarantee

as to the availability, frequency, or available space on such flights.

B26.3 The Contractor's maintenance facility shall be capable of providing field maintenance support for each aircraft during extended periods of heavy use. The Contractor may have arrangements with other appropriately rated facilities to perform maintenance for which the Contractor is not qualified.

B27 Airworthiness Directives (AD's) and Manufacturer's Mandatory Service Bulletins (MMSB's)

B27.1 Airworthiness Directives (ADs)

The Contractor is required to keep a separate master list of all FAA ADs and recurring/periodic AD's that pertain to the airframe, each engine, propeller, and appliance. All AD's shall be complied with prior to the performance of this contract. The record is to include, at minimum, the method used to comply with the AD, the AD number, and revision date; and if the AD has requirements for recurring action, the time-in-service and the date when that action is required.

B27.2 Manufacturer's Mandatory Service Bulletins (MMSBs)

The Contractor is required to keep a separate master list of all MMSBs and recurring/periodic MMSBs that pertain to the airframe. All MMSBs shall be complied with prior to the performance of this contract. The record is to include, at minimum, the method used to comply with the MMSB, the MMSB number, and revision date; and if the MMSB has requirements for recurring action, the time-in-service and the date when that action is required.

B27.3 Manufacturer's Inspections For Aging Aircraft

In order to assure the continuing airworthiness of aging aircraft, all manufacturers' aging aircraft programs shall be complied with. The program inspections of aircraft and records reviews shall follow the manufactures recommended times and at specified intervals thereafter. A record is to include, at minimum, the method used to comply with the Aging Aircraft requirement, the Aging Aircraft Task number, and revision date; and if the Aging Aircraft Task has requirements for recurring action, the time-in-service and the date when that action is required.

B28 Manuals/Records

B28.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439) and that a copy of the aircraft's record is kept with the aircraft.

B28.2 If requested by the Government, the Contractor must furnish to the COTR a copy of the Contractor's Procedures Manuals, as outlined in 14 CFR Part 135.21, along with any revisions made during the contract period.

SECTION B – TECHNICAL SPECIFICATIONS

B28.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's Accepted/Approved Maintenance Program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate FAR's or the Approved Maintenance Program, the Contractor must correct deficiencies that occur during contract performance.

B29 Maintenance

B29.1 All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

B29.2 The Contractor must ensure that a mechanic who meets the contract qualification requirements inspects the contract aircraft in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

B29.3 Routine/preventive maintenance must be performed before or after the Government's scheduled daily use period or as approved by the COR or the COTR.

B29.4 The fire extinguisher must be maintained in accordance with *NFPA 10: Standards for Portable Fire Extinguishers*, or the Contractor's 135 operations manual.

B30 Maintenance Test Flight

B30.1 The Contractor must, at their own expense, perform a functional maintenance check flight following installation, overhaul, major repair, or replacement of any engine, power train, flight control system, or when requested by the COTR. This must be accomplished before the aircraft resumes service under the contract.

B30.2 The Contractor must immediately notify the COR and COTR of any change to any engine, power train, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

B30.3 Any unscheduled maintenance events during the performance of this contract that affects the airworthiness of the aircraft or impacts the mission requires notification of the COTR or the Designated Representative by the most expeditious means possible. The COTR or the Designated Representative will issue a Return to Availability (AMD 68) upon confirmation the aircraft has been Returned to Service by the appropriate contractor personnel.

B31 Time Between Overhaul (TBO) and Life Limited Parts

B31.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-

approved extension. Life limited parts must be replaced at the specified time-in-service hours or cycles.

B31.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

B31.3 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

B32 Weight and Balance

B32.1 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft within 36 calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B32.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

B32.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated and signed by the individual compiling the list to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

SECTION C – CONTRACT TERMS AND CONDITIONS

SECTION C – CONTRACT TERMS AND CONDITIONS

CONTRACT CLAUSES

C1 Contract Terms and Conditions – Commercial Items (52.212-4 MAR 2009) [Tailored SEPT 2005]

(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the CO in writing as soon as it is reasonably possible after the

commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the CO of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

SECTION C – CONTRACT TERMS AND CONDITIONS

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

SECTION C – CONTRACT TERMS AND CONDITIONS

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall

provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (q)(2)(i) of this clause, or fails to perform the agreement at paragraph (q)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

C2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (52.212-5 DEC 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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☐ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub.L. 111-5).

☐ (5) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

☐ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (7) [Reserved]

☒ (8) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004 of 52.219-7.

☒ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)).

☐ (11)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2007)(15 U.S.C. 637(d)(4).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☒ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14).

☐ (13)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

☐ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (JUNE 2003)of 52.219-23.

☐ (15) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (16) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).

☒ (18) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C. 632(a)(2).

☒ (19) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

☐ (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008)(E.O. 13126).

☒ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (22) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

☒ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).

☒ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).

☒ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☐ (30) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

☐ (31)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (JUN 2009) (41U.S.C. 10a - 10d, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (32) 52.225-5, Trade Agreements (JUN 2009)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (33) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

☐ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

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☐ (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

☐ (40) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).

☐ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

☐ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this

contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved.]

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

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(xiv) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ADDENDA TO CONTRACT TERMS AND CONDITIONS

C3 Inspection/Acceptance (52.212-4(a)), the following is added:

C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule a date to inspect the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility or other location acceptable to the Government. The inspection will be scheduled to commence as early as 60 days and not later than three days (excluding weekends and holidays) prior to the established reporting date, unless otherwise mutually agreed upon by the COTR and the Contractor. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.1.2 The Contractor must provide information specific to the aircraft, equipment, and personnel being proposed for use during each year of the contract when requested by the COTR.

C3.1.3. The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.1.3.1 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.1.3.2 The fuel service vehicle data card is kept in the fuel servicing vehicle and available for inspection at all times.

C3.1.3.3 The mechanic qualification card is kept in the possession of the mechanic and available for inspection at all times.

C3.1.4 If the COTR determines any aircraft /equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a

reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

C3.2 Equipment

C3.2.1 The aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

C3.3 Personnel

C3.3.1 Pilots. Only those individuals whose past flight time and experience can be verified from log books, employment records, etc., will be approved for contract use. The Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract

C3.3.2 The COTR will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.3.2.1 The aircraft used for the evaluation(s) must be the same make, model, and series awarded for this contract and be equipped with dual controls. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Flight evaluations are conducted at the Contractor's expense.

C3.3.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may add, delete, or revise elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements.

C3.3.3 Services provided under this contract require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

Low-level flight (within 500' of the surface)
Resource reconnaissance
Fire reconnaissance
Air tactical group supervision (airplane only)

SECTION C – CONTRACT TERMS AND CONDITIONS

Wheel operations on unprepared landing areas (airplane)

C3.3.4 (If applicable) Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and of all fueling and safety equipment on the fuel servicing vehicle.

C3.3.5 Mechanics will be inspected to ensure they meet the contract requirements. Only those individuals whose past experience can be verified from log books, employment records, etc., will be approved for contract use.

C3.4 Substitute Personnel, Aircraft, or Equipment

C3.4.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet pertinent contract specifications and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitutes to the COTR seven days prior to the scheduled arrival at the site. Requests received with fewer than seven days' notice will be accomplished as permitted by the COTR's schedule. After the first 120 calendar days, the Government will, at no cost to the Contractor, inspect substitute personnel and/or equipment on a basis of one inspection per quarter. The Government may charge the Contractor for the cost of any substitute inspections in accordance with Section C3.5

C3.4.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C3.4.3 The bureau may require substitute pilots to obtain up to three hours each of training or orientation flight time at Contractor's expense. (This flight time is in addition to any necessary pilot evaluation flight(s)).

C3.5 Reinspection Expenses

C3.5.1 The Contractor must be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.5.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

C3.5.3 Government user time. Costs will be based upon actual employee time and hourly salary expense.

C4 Personal Identity Verification of Contractor Personnel (52.204-9 SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

C4.1 Contractor Personnel Security Requirements

C4.1.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C4.1.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

C5 Availability of Funds for the Next Fiscal Year (52.232-19 APR 1984)

Funds are not presently available for performance under this contract beyond September 30th. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C6 Aircraft Insurance

The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

C7 Reserved

C8 Reserved

C8 Prewrite Meeting

A prework meeting between the Government and the Contractor along with their primary crew members is typically held at or near the starting designated base and is usually in conjunction with the start of the exclusive use period. The Contractor's primary crew members must attend any prework meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2)

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operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.; and (3) review of the local base procedures.

C9 Authority of Government Representatives

C9.1 Contracting Officer (CO)

The CO is the appointed Government official with authority to enter into, administer and terminate this contract. **No one but the CO is authorized under any circumstances to:**

C9.1.1 Award, agree to, or execute any contract, contract modification, or notice of intent.

C9.1.2 Obligate in any way the payment of money by the Government.

C9.1.3 Make a final decision on any contract matter that is subject to the Disputes clause of this contract.

C9.1.4 Terminate, for any cause, the Contractor's right to proceed.

C9.2 Contracting Officer's Technical Representative (COTR) is authorized to take any or all actions necessary to ensure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections. The COTR for the contract will be appointed at the time of award.

C9.3 The DOI – Aviation Management Aviation Safety Manager (ASM) is responsible for all matters concerning accident and incident with potential investigations.

C9.4 Contracting Officer's Representative (COR) is authorized to take any or all actions with respect to administrative functions. The COR for the contract will be appointed at the time of award.

ADMINISTRATIVE MATTERS

C10 Personnel Conduct

C10.1 Replacement of Contractor Personnel

C10.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C10.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or

whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C10.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

C10.2 Suspension of Pilot

C10.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C10.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C10.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C10.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

C11 Safety and Accident Prevention

C11.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C11.1.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C11.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or

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contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C11.3 The Contractor must develop and maintain programs necessary to ensure safe practices during ground and flight operations. These programs are a material part of contract performance.

C11.3.1 Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

C12 Mishaps

C12.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C12.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident
Fatal Injury
Incident.
Operator
Serious Injury
Substantial Damage

C12.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C12.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C12.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C12.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C12.1.6 SafeCom. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

C12.2 Mishap Reporting

The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C12.2.1 The ASM must immediately be notified when an "Incident with Potential" occurs.

C12.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

1-888-4MISHAP (1-888-464-7427)

C12.3 Forms Submission

C12.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C12.3.2 The Contractor must submit a "SafeCom" to the agency ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "SafeCom".

C12.4 Pilot Suspension

See Suspension of Pilot clause C10.2.

C12.5 Preservation Requirements

C12.5.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C12.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C12.6 Mishap Investigations

C12.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C12.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

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C12.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

C12.8 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

C13 Federal Airport and Airway Excise Taxes

C13.1 Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C13.1.1 In order to establish the basis for tax, the contractor shall be responsible for ensuring that the AMD 23, Aircraft Use Report/Invoice is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C13.1.2 The information contained herein was current at the time of contract award. Changes imposed by the IRS and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: www.irs.gov

C13.2 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C13.3 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to then indicate in the Tax Code column on the right side of the AMD-23 whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) will then be applied by the NBC Aviation Management Finance Office, and the tax will be paid. Any exceptions to this procedure shall be coordinated with the NBC Aviation Management Finance Office and the Contracting Officer. If transportation taxes are paid, then the tax imposed by

Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C13.4 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the contractor's employees aboard.

C13.5 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

C13.5.1 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at: <http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

C14 Reserved

CONTRACT PERIOD AND RENEWAL

C15 Contract Period

SECTION C – CONTRACT TERMS AND CONDITIONS

The contract period will be from date of award through February 28, 2011 unless otherwise extended as allowed herein.

C16 Option to Extend the Term of the Contract (48 CFR 52.217-9, Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds, which is incorporated by reference.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not 5 years.

C17 Option to Extend Services (48 CFR 52.217-8, Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor prior to the expiration of the contract.

C18 Exclusive Use Period

C18.1 The exclusive use period will extend for 90 calendar days for item one and 100 calendar days for item two. The exclusive use period will start on either of the following:

C18.1.1 The date stipulated in Section A as confirmed by a Notice to Proceed issued by the CO or COR 10 days prior to the start date.

C18.1.2 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor at least 20 days in advance of the intended start date which establishes a start date that commences not more than 14 days prior to nor 14 days after the start date stipulated in Section A.

C18.1.2.1 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor less than 20 days in advance of the intended start date must be mutually agreed upon.

C18.1.3 The date determined according to the following paragraph.

C18.1.3.1 The exclusive use period start date is based on the assumption that the Contractor will receive notification of contract award or renewal at least 30 days before the exclusive use period begins. If notice of award or renewal is not

received at least 30 days in advance of the start date, the exclusive use period will start when service begins or 30 calendar days after notice of award or renewal is received, whichever occurs first.

C18.2 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

C18.3 The CO must authorize by modification any use outside the exclusive use period and any agreed upon extension.

C19 Mutual Extension of Exclusive Use Period

Upon mutual agreement by the parties, the CO will modify the contract to extend the exclusive use period on a day-to-day basis, either prior to the established starting date or subsequent to the ending date. The contract terms, conditions, specifications and prices will apply to such extension; however, in accordance with the Federal Travel Regulations (FTRs), the Government will pay subsistence daily for each overnight for each authorized crew member while operating at the designated or an alternate base.

AVAILABILITY REQUIREMENTS

C20 Availability Requirements

During the exclusive use period and any extension, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

C20.1 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

C21 Schedule of Operations and Reaction Time

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C21.1 **Standby.** Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the

SECTION C – CONTRACT TERMS AND CONDITIONS

Government attempts to contact the Contractor's representative.

C21.2 Alert. After standby Contractor personnel may be authorized to leave the immediate vicinity of the work site, but remain in an on call status subject to call back. When authorized to leave, they must maintain communications acceptable to the Government and must be ready for takeoff/dispatch within 60 minutes (or longer, if authorized by the Government) after the Government attempts to contact the Contractor's representative. Failure to return to service as required will result in loss of availability status and extended standby, as applicable.

C21. 3 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

C22 Maintenance During Availability Period

C22.1 The COR may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C22.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C23 Unavailability and Damages

C23.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR that they are available.

C23.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

MEASUREMENT AND PAYMENT

C24 Daily Availability

Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit.

C24.1 Availability will not be measured for payment on the crew's mandatory days off.

C24.1.1 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

C24.4 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified under Section B. The Government will pay for extended standby at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

C25 Flight Time

C25.1 Measurement of Flight Time. Flight will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

C25.2 Payment for Flight Time. The Government will pay for all flights ordered by the CO and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C25.3 Flights Associated with Inspections. Flight time associated with the DOI, NBC, Aviation Management (agency) inspection **unless otherwise specified in this contract** will be at the expense of the Contractor and will not be measured for payment.

C25.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C26 Mobilization/Demobilization

C26.1 The Contractor is responsible for all mobilization and demobilization costs to and from the designated base(s) stipulated in Section A. The Government may, at its

SECTION C – CONTRACT TERMS AND CONDITIONS

discretion, release the Contractor from other than the base stipulated in Section A. The contract price will be adjusted as described below whenever the distance from the point of release to the Contractor's home base is greater than or less than the distance between the Contractor's home base and the designated base stipulated in Section A.

C26.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C26.3 Distances that are greater than home base to the base stipulated in the Section A will result in a payment to the Contractor. Distances that are less than home base to the base stipulated in Section A will result in a decrease to the Contractor.

C27 Additional Pay Items (from Schedule of Items)

Claims for additional pay items addressed herein must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C27.1 Subsistence Allowance. Each authorized crewmember may claim a subsistence allowance (lodging and meals) for each overnight stay, including mandatory days off, when assigned to a base away from the designated base.

C27.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor will be paid an overnight allowance equal to the standard Federal Travel Regulation (FTR) rate (or high rate, if applicable). The Contractor may claim overnight expenses using either of the two following methods:

C27.1.1.1 Payment of the Standard or High Rate, if applicable) lodging and M&IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the invoice) or;

C27.1.1.2 Payment of actual lodging amount and M&IE rate not to exceed that authorized in accordance with the FTR plus lodging tax. An itemized lodging invoice detailing lodging cost and tax must be submitted with the invoice.

(a) The lodging and payment invoices must clearly show the county or city where the overnight stay occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

C27.1.2 If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for contractor costs incurred for travel to alternate meal or lodging locations.

C27.1.3 Unless the Government makes three meals available to the Contractor's employees, the appropriate total rate for meals and incidental expenses will be paid.

C27.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. Current rates established by the FTR are:

STANDARD

Meals and Incidental Expense: \$75.00

Lodging: \$100.00

Total: \$171.00

HIGH RATE

For current FTR per diem rates see Internet site <http://www.gsa.gov> and select - Per Diem Rates, Domestic.

C27.1.5 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C27.2 Transportation Costs Associated with Operating Away From the Designated Base. When operating from an alternate base, the Contractor is required to provide for transporting relief personnel, unless otherwise directed by the Government. Prior to the exchange, the Contractor must advise the COR of the anticipated costs. The Contractor will be paid actual necessary and reasonable costs for transporting personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C27.2.1 The Contractor must complete and submit the Transportation Worksheet Exhibit, attach supporting transportation invoices to the Transportation Worksheet, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion.

C27.2.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

SECTION C – CONTRACT TERMS AND CONDITIONS

C27.2.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (currently 50 cents) (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.

C27.4 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the designated base may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C27.5 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C28 Government Miscellaneous Charges

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

BILLING AND REPORTING REQUIREMENTS

C29 Designated Agency Office and Payment Office

C29.1 The office identified in Block 18a of the SF 1449 is the office designated by the contract to issues payments. It is the Contractor's responsibility to submit invoices as identified below.

C29.1 The Contractor may submit invoices every two weeks starting the first day services begin or upon conclusion of a project. Services provided must be shown on a daily basis.

C29.1.1 Invoicing and the issuance of payments is expected to be accomplished through a DOI Government provided electronic payment system. Contractor(s) will be required to enter/confirm electronic data on a web based application with payment submission on intervals as stated above. The Government will provide advance information concerning the details of the system.

C29.1.2 Prior to the implementation of the electronic payment system, the Contractor shall submit invoices to the NBC Boise Acquisition Office identified in Block 16 of the SF 1449.

C30 Aircraft Use Report

The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, AMD-23 form. Instructions for proper completion of the Aircraft Use Report are contained in the AMD-23 booklet. The Contractor may use the completed and signed Aircraft Use Reports as their invoice.

C31 Contract Pricing

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted during the life of the contract, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

C32 EXHIBITS

The following exhibits are enclosed and made part of this solicitation:

Section B

- First Aid Kit and Survival Kit
- Auxiliary VHF-FM Radio Interface
- Unacceptable Lap Belt and Shoulder Harness Conditions
- Airplane Approximate "Recommended Cruise Fuel Consumption Rates
- Interagency Pilot Qualification and Approval Record

Section C

- Statement of Equivalent Rates for Federal Hires
- Department of Labor Wage Determination Information
- Unavailability Conversion Chart
- Transportation Worksheet

**EXHIBIT 1
FIRST AID AND SURVIVAL KITS**

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are required for flight activities conducted in Canada and Alaska.

Minimum First Aid Kit Items			
Each kit must be in a dust-proof and moisture-proof container. The kit must be readily accessible to the pilot and passengers.			
Item	0-9 Passenger Seats	10-50 Passenger Seats	
Adhesive bandage strips, (3 inches long)	8	16	
Antiseptic or alcohol wipes (packets)	10	20	
Bandage compresses, 4 inches	2	4	
Triangular bandage, 40 inches (sling)	2	4	
Roller bandage, 4 inches x 5 yards (gauze)	2	4	
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2	
Bandage scissors	1	1	
Body fluids barrier kit:	1	1	
2 pair latex – nitrile gloves			
1 face shield			
1 mouth-to-mouth barrier			
1 protective gown			
2 antiseptic towelettes			
1 biohazard disposable bag			

NOTE: Splints are recommended if space permits.

Minimum Aircraft Survival Kit Items
Knife
Signal mirror
Signal flares (six each)
Matches (two small boxes in waterproof containers)
Space blanket (one per occupant)
Water (one quart per occupant: not required when operating over areas with adequate drinking water)
Food (two days' emergency rations per occupant)
Candles
Water purification tablets
Collapsible water bag
Whistle
Magnesium fire starter
Nylon rope or parachute cord (50 feet)

These are additional items for Alaska only:

Rations for each occupant sufficient to sustain life for one week.
One axe or hatchet
One first aid kit
One mosquito headnet for each occupant
Insect repellant containing at least 40% deet ingredient
An assortment of tackle such as hooks, flies, lines, sinkers, etc.

October 15 to April 1

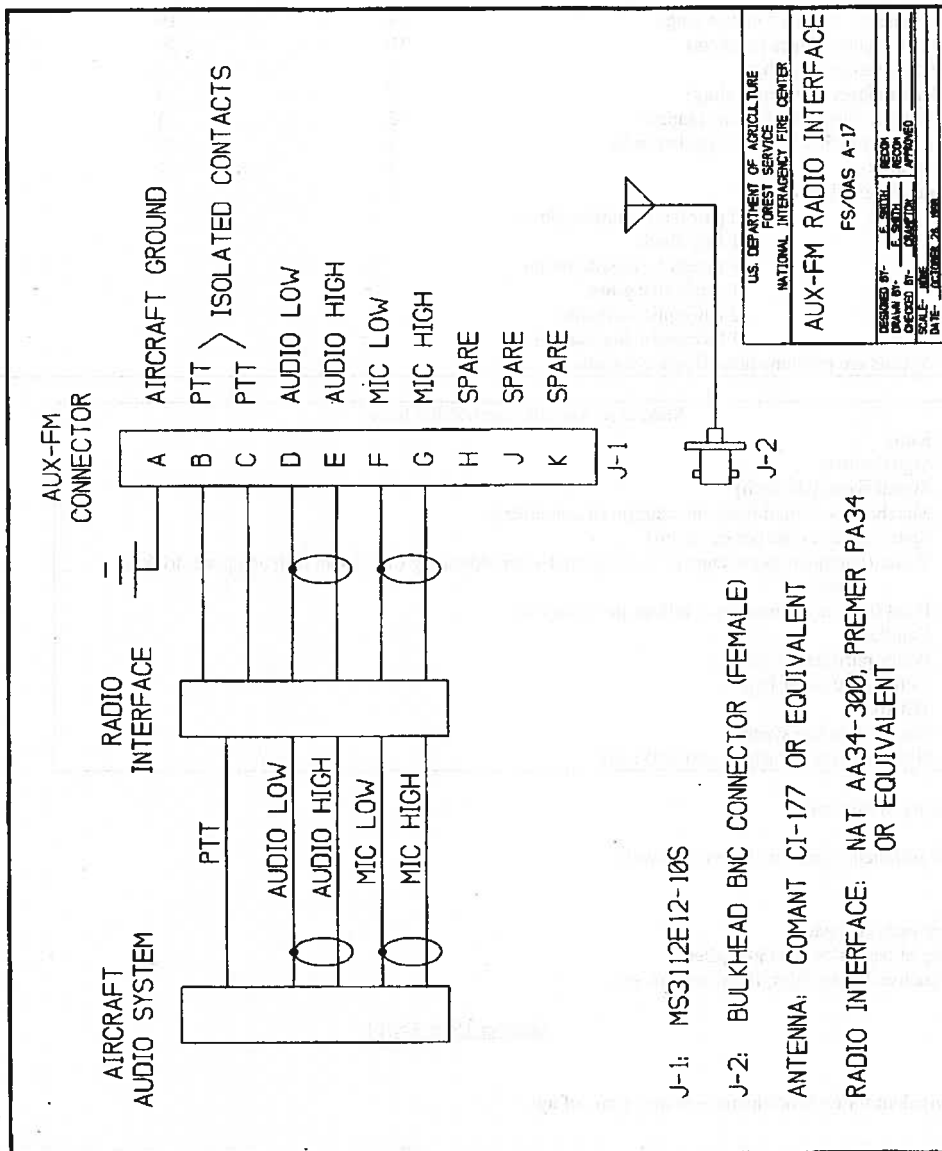
One pair of snowshoes
One sleeping bag
One wool blanket or equivalent for each occupant over four years of age.

Note: Operators of multiengine aircraft licensed to carry more than 15 passengers need carry only the food, mosquito nets, and signaling equipment at all times other than the period from October 15 to April 1 of each year, when two sleeping bags and one blanket for every two passengers shall also be carried. All of the above emergency rations and equipment requirements are the minimum requirements under current law.

SECTION C - CONTRACT TERMS AND CONDITIONS

Exhibit 2
DRAWING FS/OAS A-17

AUXILIARY VHF-FM RADIO INTERFACE



SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 3

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

Item	Unacceptable Conditions
Webbing	<ol style="list-style-type: none">1. Frayed: 5 percent or more2. Torn3. Crushed4. Swelling: twice the thickness of original web or if difficult to operate through hardware5. Creased: no structural damage allowed6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness
Hardware	<ol style="list-style-type: none">1. Inoperable buckle or other hardware2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged3. Fabricated bushings or tie wraps used as bushings4. Rust/corrosion: only minor surface rust/corrosion allowed5. Wear: wear beyond normal use
Stitches	<ol style="list-style-type: none">1. Broken or missing2. Severe fading or discoloring3. Inconsistent pattern
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none">1. Missing2. Illegible
Age	Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 4 -- AIRPLANE: APPROXIMATE “RECOMMENDED CRUISE” FUEL CONSUMPTION RATES

<u>AIRCRAFT</u>	<u>GAL/ HOUR</u>	<u>AIRCRAFT</u>	<u>GAL/ HOUR</u>	<u>AIRCRAFT</u>	<u>GAL/ HOUR</u>
<u>BEECH</u>		<u>DE HAVILLAND</u>		<u>MITSUBISHI</u>	
Baron 55/58	29	Beaver	30	MU-2	77T
Baron 58P	35	DHC-6 Twin Otter	95T	<u>MOONEY</u>	
18/45	35	Beaver T	40T	Exec	10
King Air 90 (Series)	70T	DH-7	234T	<u>NOMAD</u>	
King Air 100	80T	DH-8	183T	22B/24A	53T
King Air 200	93T	<u>DORNIER</u>		<u>NORTH AMERICAN</u>	
King Air 300	89T	DO-228	100T	AT-6	18
Mentor T-34	14	<u>DOUGLAS</u>		T-28	80
Mini Liner 99	85T	DC-3	93	<u>PIPER</u>	
Queenair	43	DC-9	700T	Super Cub PA-18	9
T-Bone B-50	45	<u>EMBRAER</u>		Pawnee PA-25	13
Duke	38	PW 115 (1600)	159T	Arrow PA-28R	10
Queenair 80	34	<u>FALCON</u>		Cherokee PA-28-140/161	8
Bonanza 33/35/36	14	10	175T	Cherokee 6 PA-32	14
<u>BELLANCA</u>		20	240T	Aztec PA-23	27
Citabria/Scout	9	50	300T	Comanche PA-24	15
<u>BOEING</u>		<u>FAIRCHILD</u>		Navajo PA-31	32
727	1000T	Porter	44T	Cheyenne PA-31T	77T
<u>BRITTEN-NORMAN</u>		F-27	288T	Cheyenne II PA-42T	74T
Islander	30	SF 340	161T	Aerostar 600/601/602P/700P	33
<u>CESSNA</u>		<u>GRUMMAN</u>		Cheyenne III PA-42T	110T
L-19	11	S2F	75	Chieftan PA-31-350	34
172	9	Goose	50	Lance PA-32-300	16
180	14	Goose T	80T	Seneca II/III PA-34	20
182	12	Mohawk	180T	Mojave PA-31P	39
182RG	14	Albatross	160	Malibu PA-46	15
185	16	G-I	288T	PA-42-1000 400LS	75T
188	12	G-II	529T	<u>ROCKWELL</u> (Gulfstream)	
206/207	16	G-III	370T	680	40
T206/207	18	<u>HELIO</u>		500	34
210	16	Courier	20	690A/B	80T
T210	18	Stallion	44T	Sabreliner	200T
320	28	<u>ISRAEL</u>		560	33
310	32	1121/1123/1124	190T	840	65T
T310	34	<u>LOCKHEED</u>		900	55T
337	24	P-3/C-130/Electra 188	661T	1000	57T
T337	26	Jetstar	374T	<u>SWEARINGEN</u>	
401	28	<u>LEAR JET</u>		Merlin II, III SA 226/77	8T
402	36	25	220T	<u>SHORT</u>	
404	46	35/36	185T	Skyvan	85T
411	34	55	200T	<u>VOLPAR</u>	
414	36	<u>MAULE</u>		TurboLiner	74T
421	46	M4-5	9	CASA	95T
340	36	M7	13	-LA	
425	56T			Turbine DC-3	150T
441	52T				
Citation I	140T				
Citation II, III	160T				
208 Caravan I	53T				
<u>CONSOLIDATED</u>					
Convair 580/600	338T				

T' after the gallons indicates turbine fuel,
everything else is Avgas

SECTION C - CONTRACT TERMS AND CONDITIONS



OFFICE OF AIRCRAFT SERVICES



INTERAGENCY AIRPLANE PILOT QUALIFICATIONS AND APPROVAL RECORD

Contract No. _____

Rental Agreement No. _____

Name: Last _____ First _____ MI _____ Date of Birth _____ Home Telephone _____
()

Home Address _____ City, State & Zip Code _____

Employed By _____ Address _____ Telephone _____ Employed Since _____

Previous Employer _____ Address _____ Telephone _____ Period Employed _____

Medical Certificate: _____
Class _____ Date _____
Limitations _____
Airman Certificate: No. _____
ATP _____ Com _____ Instrument _____
SEL _____ MEL _____ SES _____ MES _____
CFI _____ Type Ratings _____
Aircraft to be Flown On This Contract: _____
Total PIC Hours In Make/Model: _____

Total Pilot Time		Other Aircraft for Which Pilot is Current for "Part 135" Operations:
Pilot-in-Command (PIC), Airplane		Make/Model: _____
PIC, Single-Engine Airplane		Total PIC: _____
PIC, Multiengine Airplane		
PIC, Seaplane		
PIC, Cross-Country		
PIC Night		
Instrument Simulator or "Hood"		
PIC "Actual Weather"		
PIC Airplane: Last 12 Months		
PIC Airplane: Last 90 Days		
PIC "Fire Surveillance: Ops.		
PIC "Low-Level" Ops. (<500' AGL)		
PIC "Animal/Fowl Surveillance" Ops.		
PIC Aircraft over 12,500# Gr. Wt.		
PIC "Typical Terrain" (Over Mtns, Etc.)		
PIC Airtanker/Dispensing Ops.		
PIC Turb Prop Airplanes		
PIC Jet Airplanes		
PIC Turbine Powered Aircraft		
Takeoff/Landings Last 90 Days		
Night Takeoff/Landings Last 90 Days		

PART 135 FLIGHT CHECK (Attach Info Cards)
(135 Flight Checks Must Cover Type of Operations Required by Contract)

Date	Make/Model Acft.	Total PIC (in Make/Model)	Type Flight Check:
_____	_____	_____	VFR () IFR () IFR W/AP ()
_____	_____	_____	VFR () IFR () IFR W/AP ()
_____	_____	_____	VHF () IFR () IFR W/AP ()

Date of Previous Agency Card Approval _____ Aircraft Accidents/FAA Violations Last 5 Years _____
OAS: _____ USFS: _____ / / No / / Yes (Attach Date & Explanation)
Date of Last Agency Flight Check _____ Previous OAS or USFS Card Denied, Suspended, or Revoked? _____
OAS: _____ USFS: _____ / / No / / Yes (Attach Explanation)

Airtanker Operations Only:
Date Last PIC IFR Check in Type _____ Date Last FAR 91.55 Copilot Check _____

I certify that the information listed on this form is true and correct. In addition, I certify that I have read the statements on the back of this form covering information pursuant to Public Law 92-579 (Privacy Act of 1974).

Date _____ Signature of Pilot _____

Special Use Operations	For Inspector's Use Only
Duty Approved For: (Inspector Shall Initial)	
____ Low-Level (Less than 500 Ft. Above the Surface) (9D)	____ Airtanker Pilot (AT)
____ Animal/Fowl, Surveillance/Control	____ Airtanker Pilot, "Initial Attack" (1A)
____ Mtn. Flying-Unimproved Strips (9A)	____ Airtanker Copilot (CP)
____ Snow (Ski) Operations (4)	____ Agriculture Application
____ Recon (USFS)	____ Other _____
	____ Fire Surveillance
	____ Smokejumper (2E)
	____ Paracargo (9E)
	____ Aerial Ignition (8)
	____ Other _____

Authorized Operations:

SEL _____	SES _____	MEL _____	MES _____	IFR, W/CP _____	IFR, Single Pilot _____
Make/Model (Type) Aircraft	Inspector's Signature	Agency	Date	Expiration Date	
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	

Remarks: _____

OAS-64A (06/89)

White-Contracting/Tech. Services

Yellow-Inspector

Green-Pilot

EXHIBIT 6

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE
SERVICE CONTRACT ACT**

THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION

(See following page)

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- | <u>A. EMPLOYEE CLASS</u> | <u>MONETARY WAGE</u> |
|--------------------------|----------------------|
| Aircraft Pilot, GS-11 | \$ 27.03 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- | | |
|---------------------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |
- D. The amount of paid vacation time allowed is as follows:
1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
 2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
 3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 7

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

DOL WAGE DETERMINATION NO. 1995-0222, REV. 29 DATED 12/04/09

Area: Nationwide
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$24.90 - \$49.00

DOL WAGE DETERMINATION NO. 1995-0221, REV. 24 DATED 10/08/09

Area: Continental U.S.
Occupation: Aircraft Mechanic I Minimum Hourly Wage: \$26.85

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

WD 1995-0222 Rev. 29 and WD 1995-0221 Rev. 24

1. Health & Welfare: \$3.35 per hour or \$134.00 per week or \$580.66 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

WD 1995-0222 Rev. 29

3. Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

WD 1995-0221 Rev. 24

3. Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

CONFORMANCE PROCESS - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 8

UNAVAILABILITY CONVERSION CHART

HOURS UNAVAILABLE	UNITS OF AVAILABILITY RECORDED AS:	UNITS OF UNAVAILABILITY RECORDED AS:
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

TRANSPORTATION WORKSHEET

<p>When assigned to an alternate base, the Contractor will be paid for actual <u>necessary and reasonable</u> costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base prior to the relief exchange. <u>Claims must be supported by itemized invoices.</u> See contract clause “Transportation Costs Associated with Operating Away From the Designated Base” for detailed information</p>				
DATE		ALTERNATE BASE LOCATION		
Relief Exchange – Involved Crew Member(s)				
<input type="checkbox"/> Pilot Name		<input type="checkbox"/> Fuel Servicing Vehicle Driver Name		<input type="checkbox"/> Mechanic (If required by contract) Name
Scheduled Maintenance				
<input type="checkbox"/> Mechanic Name		<input type="checkbox"/> Other Name		
Maintenance Accomplished		Reason for providing additional personnel		
ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)				
Airline Transportation		Name		\$
Airline Transportation		Name		\$
Charter Aircraft		Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time		\$
Rental Car				\$
Rental Car Fuel				\$
POV	Total Mileage	From	To	\$
Other (explain)				\$
				\$
				\$
				\$
				\$
Total ACTUAL Cost				\$
Yes, the COR was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel Contractor Representative Signature				Date

SECTION D--INSTRUCTIONS TO OFFERORS

SECTION D – INSTRUCTIONS TO OFFERORS

INTRODUCTION

D1. General Information

D1.1 The services of this Request for Proposals (RFP) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Subpart 13.5, Test Program for Certain Commercial Items.

D1.2 If you wish to compete for the contract described in Sections A through C of this RFP, you must submit a proposal that includes a signed and dated offer and other requested information by the time and date shown on the SF1449.

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1 JUN 2008) [Tailored SEPT 2005]

D2 North American Industry Classification System (NAICS) Code and Small Business Size Standard

The NAICS code and small business size standard for this acquisition is 481211 and 1,500 employees respectively.

D3 Proposals

To be considered as a prospective Contractor for the requirement identified in this solicitation, an offeror must submit a proposal consisting of a valid offer and the Offeror Capability Information identified below. Send proposals to:

By mail, hand carried or express delivery service:

**Department of the Interior
Aviation Management
4405 Lear Court
Anchorage, Alaska 99502**

By facsimile: **907-271-5021**

D4 Offer Contents

D4.1 SF 1449, Solicitation/Contract/Order for Commercial Items, completed and signed.

D4.2 Solicitation Section A, pricing page(s) completed where indicated with unit rates offered in U.S. whole dollars for daily availability and flight time. Offerors may offer varying prices for option years. Compute the extended yearly amounts for availability by multiplying the unit prices offered times the quantities shown. Enter an extended amount for each year as well as an amount for the total for all years. There are no totals to compute for flight time. The Government will round pricing submitted with cents up to the next whole dollar. Estimates are for evaluation purposes only.

D4.3 This solicitation has two pricing requirements. Offers may be submitted for one, or all of the requirements. Line items and specific specification item references to solicitation requirements will be removed and not included in a subsequent conformed contract for which no award is made.

D4.3.1 Offer Discount. Offerors may submit an offer discount, to be applied, if awarded more than one item. The discount must be expressed as a percentage to be taken as a reduction of each year's daily availability rate for each item offered. The reduced availability rates will be used in evaluating offers for award as well as for payment of availability, if awarded more than one contract resulting from this solicitation.

D4.3.1.1 Offerors should clearly annotate the discount (if any) to be applied if awarded more than one item by completing the Offer Discount area included in Section E Exhibit entitled "Offerors Miscellaneous Information." (This is not a prompt payment discount, which is annotated on the SF1449.)

D4.3.2 Item Acceptance. Offerors may submit an offer on all or more than one item and limit their acceptance to less than the number of items being offered by completing the Item Acceptance area included under Section E Exhibit entitled "Offerors Miscellaneous Information." Selection of the item(s) to be awarded will be determined by the Government using the tradeoff analysis identified in paragraph D12.

D4.4 A completed copy of the Offeror's Representations and Certifications included in Section E (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically).

D4.4 A completed copy of Offeror's Miscellaneous Information included in Section E.

D4.5 Acknowledgment of Solicitation Amendments (if any).

D4.6 A completed copy of the Aircraft Questionnaire included in Section E. **The aircraft make, model, and payload we confirm will be made a part of your offer and will be binding if your offer is accepted for award. The confirmed information will be identified in Section A of the conformed contract.**

D4.7 Offeror Capability Information. Offeror must include:

A completed copy of the Reference Questionnaire included in Section E.

D4.8 A completed copy of the Pilot Questionnaire included in Section E. Personnel (pilots) offered will be made part of your offer and will be binding if your offer is accepted for award. The confirmed information will be identified in Section B of the conformed contract.

SECTION D--INSTRUCTIONS TO OFFERORS

D5 Late Submissions, Modifications, Revisions, and Withdrawals of Offers

Late Submissions, Modifications, Revisions and Withdrawals of Offers are subject to the terms of Federal Acquisition Regulation (FAR) clause 52.212-1(f), which is incorporated by reference, except that offers may be withdrawn in writing at any time before award is made.

D6 Data Universal Numbering System (DUNS) Number

Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

D7 Special Notice to Offerors

D7.1 Central Contractor Registration

Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. Failure to register in the CCR database prior to award may affect your ability to be awarded a contract and the Contracting Officer may proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by

EVALUATION OF PROPOSALS

The Government will evaluate proposals and select the Contractor based on (1) offer acceptability, (2) evaluated price, (3) aircraft payload and (4) offeror capability, as explained below.

D8 Offer Acceptability

The Government must deem offers to be acceptable to consider them further and will base determinations of offer acceptability on the following two subfactors:

D8.1 Assent to Solicitation Terms. Your offer must assent to all terms of this request for proposals and you must provide all information requested. Your offer will be unacceptable if you take exception to any term of this solicitation.

D8.2 Minimum Aircraft Requirements. Your offer must propose an aircraft that meets or exceeds the Minimum Aircraft Requirements specification in Section A of this solicitation. Your offer will be unacceptable if you propose an aircraft that fails to meet **any** of the Minimum Aircraft Requirements specified in Section A of this solicitation.

D8.3 Unacceptable offers will be eliminated without considering aircraft payload, offeror capability or price.

D9 Evaluated Price

D9.1 The Government will apply the unit prices (to include any discounts offered for award of both items) in acceptable offers, including option year unit prices, to the daily availability quantities identified in Section A. For the purpose of evaluating flight time, a workload estimate of 250 flight hours, Item 1 and 250 flight hours, Item 2, etc. will be applied to the flight rates offered for each year. The totals for availability and estimated flight for all years will be added together to arrive at the estimated evaluated price for each offeror. Once the estimated evaluated prices of all acceptable offers have been determined for each item, the Government will compare the evaluated prices, by item, and eliminate any offer with an unreasonably high-evaluated price, without considering aircraft payload or offeror capability. The Government will then perform a tradeoff analysis, as described below in D12 with the remaining offers.

D9.2 The Government reserves the right to reject offers that have materially unbalanced availability and flight rates in comparison to other offers received. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and there is a reasonable doubt that the offer will result in the lowest overall cost to the Government even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

D10 Aircraft Payload

The Government will evaluate the payload of your proposed aircraft to determine whether it is above, at, or below the Target (Minimum) Aircraft Requirements specified in Section A of this RFP. The higher the payload for your proposed aircraft, the better the evaluation you will receive for this

SECTION D--INSTRUCTIONS TO OFFERORS

factor. However, an aircraft payload that is unsupported by the offeror's aircraft current weight and balance report, equipment list, or charts will be evaluated as high risk and will subsequently impact the evaluation of your aircraft payload.

D10.1 The aircraft make, model and payload that the Government confirms with the offeror will be made a part of the offer and will be binding if an offer is accepted for award.

D11 Offeror Capability

The Government will evaluate your capability based on the following two subfactors:

D11.1 Organizational Experience. The Government will base its evaluations of your experience on the extent to which you have performed services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP and under similar contract terms. The more recent your experience, and the broader and deeper, the better the evaluation you will receive. Only your firm's experience as an organization will be considered. We will not consider experience more than three (3) years old.

D11.2 Organizational Past Performance. The Government will evaluate your past performance in rendering services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP. "Past Performance" refers to the quality of your work in the past. Your past performance will be evaluated on the basis of information obtained from references and other sources, including any information on your company contained in the Government-wide Past Performance Information Retrieval System (PPIRS), a Government-wide past performance database located on-line at PPIRS.GOV. The Government will give greater weight to its own experiences with you, if any, than it will give to reports obtained from others. The Government will not consider past performance more than three years old.

D11.3 Pilot Qualifications And Past Performance. We will evaluate your proposed pilots based on the extent to which they have performed services similar to those contained in this solicitation and in make and model of aircraft offered. Pilots possessing qualifications less than the minimum required in paragraph B9 will not be considered. Pilots exceeding the requirements and those with more recent experience will receive a better evaluation. If your offer is accepted for award, the pilots offered on the questionnaire will be added as key personnel under the resultant contract at C3. If other than the proposed pilots are to be used, the replacement pilots shall meet or exceed the skill, experience, and knowledge possessed by the originally proposed pilot. (See also Section C for replacement approval.)

D12 Tradeoff Analysis and Contractor Selection

Each item will result in a separate award to a single Contractor. We will select the Contractor for each item by comparing the item's acceptable offers with reasonable evaluated prices. We will compare them on the basis of proposed aircraft capability, (like make/model aircraft consideration), offeror capability, and evaluated price. If one offer is best on all the factors, then we will select that offer as the best value. If no offer is best on all the factors, then we will consider the differences among offers and make tradeoffs in order to determine which offer is the best value. We will award the contract(s) to the offer(s) that have the best combination of aircraft capability, consideration, offeror capability, and evaluated price for each item.

D13 Notice of Award

The Government will provide the successful Contractor(s) with a written notice of award, either by mail or other means, upon selection. This notice will result in a binding contract without further action by either party.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision-

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of Manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 of which is owned by one or more veterans (as defined by 38 U.S.C. 101(2)) or, in the case of publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is ☐, is not ☐ a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represents itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is ☐, is not ☐ a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represents itself as a small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is ☐, is not ☐ a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is ☐, is not ☐ a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is ☐, is not ☐ a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern. (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is ☐ a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* (Not applicable to this solicitation.)

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Not applicable to this solicitation.)

(9) *Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]* (Not applicable to this solicitation.)

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) it is ☐, is not ☐ a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it is ☐, is not ☐ a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the

joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It has ☐, has not ☐, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It has ☐, has not ☐, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It has developed and has on file ☐, has not developed and does not have on file ☐, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It has not ☐ previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Not applicable to this solicitation.)

(g) *Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate.* (Not applicable to this solicitation.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are ☐, are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are ☐, are not ☐ presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(4) Have ☐, have not ☐ presently, within a three-year period preceding this offer, been notified of any delinquent Federal taxes

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* (Not applicable to this solicitation)

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) ☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does ☐, does not ☐ certify that –

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☒ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does ☐, does not ☐ certify that –

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customer.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

(4) Type of Organization

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign Government;
- ☐ International organization per 26 CFR

1.6049-4;

- ☐ Other _____.

(5) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

OFFEROR NAME _____

SECTION E EXHIBITS

Offeror's Miscellaneous Information

Offeror's Discount Terms

Aircraft Questionnaire

Pilot Questionnaire

Reference Questionnaire

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**OFFEROR’S MISCELLANEOUS INFORMATION**

Offeror’s DUNS Number		
Offeror’s Complete E-mail Address		
Offeror’s Office Telephone Number		
Offeror’s Facsimile (FAX) Number		
Offeror Contact Representative(s)	1. Name	Telephone
	2. Name	Telephone

OFFERORS DISCOUNT TERMS & AWARD ACCEPTANCE

1. Express your discount in block 2 as a percentage to be taken as a reduction of each year’s daily availability rates for each item If no discount is being offered enter NONE below and continue to block 3 below.
2.
3. ACCEPTANCE OF AWARD IS LIMITED TO: (CHECK ONE BOX ONLY) <input type="checkbox"/> 1 ITEM <input type="checkbox"/> 2 ITEMS

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

AIRCRAFT QUESTIONNAIRE

You may recreate this form but it must include all the information listed

This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS

Minimum Aircraft Requirements Item 1:

- Multi-engine, high wing configuration airplane, which by design characteristic, will allow unobstructed downward and lateral view from the right-hand cockpit seat while in straight and level flight
- Minimum five passenger seats. Seats must be removable for cargo carrying capabilities.
- The aircraft configuration must allow for 180 cubic feet of cargo capacity in the main cabin area, while not obstructing the ingress / egress of the two cockpit seats.
- Minimum useful load of 1,000 pounds and range of 375 NM.
- Minimum airspeed of 160 knots at 5,000 ft. PA and ISA +5 degrees C. Not to exceed 75% power.
- Minimum endurance of 4 hours.
- Performance: Capable of operating from 3,000 ft. gravel surface with a useful load of 1,000 lbs. at 2,000 ft. PA and 25 degrees C.

Target Aircraft Requirements: --Multi-engine, high wing configuration airplane, which by design characteristic, will allow unobstructed downward and lateral view from the right-hand cockpit seat while in straight and level flight.
 --Minimum airspeed of 200 knots at 5,000 ft PA and ISA +5 degrees C. Not to exceed 75% power.

Aircraft Make and Model	FAA Registration #	Serial #	# of Insured Passenger Seats <i>(excludes pilot seat)</i>

Aircraft Equipped Weight *(Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)*

Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below <i>(If none, indicate NONE)</i>		Equipment to be Added to Meet the Aircraft Specifications Requirements <i>(If none, indicate NONE)</i>	
EQUIPMENT ITEM	WEIGHT	EQUIPMENT ITEM	WEIGHT

ENTER YOUR PROPOSED AIRCRAFT PAYLOAD *(The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award)*

NOTE

1. By signing below, I acknowledge that I have included the aircraft's

- (1) Latest aircraft weight and balance report,
- (2) Aircraft equipment list,

Failure to include the above information, will effect the evaluation you receive for your aircraft.

2. By signing below, I certify to the best of my knowledge that the above information is accurate.

Name and Signature of Representative Completing this Form	Date
OFFEROR'S NAME	

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

AIRCRAFT QUESTIONNAIRE

You may recreate this form but it must include all the information listed

This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS

Minimum Aircraft Requirements Item 2

Multi-Engine, High Wing Configuration airplane, which by design characteristic, will allow unobstructed downward and lateral view from the right-hand cockpit seat while in straight and level flight

- Minimum five passenger seats. Seats must be removable for cargo carrying capabilities.

The aircraft configuration must allow for 180 cubic feet of cargo capacity in the main cabin area, while not obstructing the ingress / egress of the two cockpit seats.

- Minimum useful load of 1,000 pounds and a range of 375 NMs.

Minimum airspeed of 160 knots at 5,000 ft. PA and ISA +5 degrees C. Not to exceed 75% power.

- Minimum endurance of 4 hours.

- Performance: Capable of operating from 3,000 ft. gravel surface with a useful load of 1000 lbs and a 2,000 ft. PA and ISA +25 degrees C.

Target Aircraft Requirements: --Multi-engine, high wing configuration airplane, which by design characteristic, will allow unobstructed downward and lateral view from the right-hand cockpit seat while in straight and level flight.

--Minimum airspeed of 200 knots at 5,000 ft PA and ISA +5 degrees C. Not to exceed 75% power.

Aircraft Make and Model	FAA Registration #	Serial #	# of Insured Passenger Seats (excludes pilot seat)
Aircraft Equipped Weight (Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)			
Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below (If none, indicate NONE)		Equipment to be Added to Meet the Aircraft Specifications Requirements (If none, indicate NONE)	
EQUIPMENT ITEM	WEIGHT	EQUIPMENT ITEM	WEIGHT
ENTER YOUR PROPOSED AIRCRAFT PAYLOAD (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award)			

NOTE

1. By signing below, I acknowledge that I have included the aircraft's

(3) Latest aircraft weight and balance report,

(4) Aircraft equipment list,

Failure to include the above information, will effect the evaluation you receive for your aircraft.

2. By signing below, I certify to the best of my knowledge that the above information is accurate.

Name and Signature of Representative Completing this Form	Date
OFFEROR'S NAME	

PILOT QUESTIONNAIRE -

COMPLETE THIS SHEET FOR EACH PROPOSED PILOT					
Pilot Name:		Airman Certificate #:			
Indicate if Individual is to be Primary or Relief Pilot:		[] PRIMARY		[] RELIEF	
Meets Minimum PIC Time Requirements at B3.1				Yes [] No []	
Previous or Current Possession of an Interagency Card:				Yes [] No []	
If YES to above, Identify Issuing Government Office:					
Enter Expiration Date of Card:					
XX				List Hours	
Total /Helicopter Time					
Total Time in Make and Model Offered					
Briefly explain locations and type flying accomplished which demonstrates pilot's actual experience appropriate to the type work referenced in the solicitation.					
DESCRIBE PILOT'S HELICOPTER RELATED EXPERIENCE (WITHIN LAST 3 YEARS) IN THE FORMAT SHOWN BELOW.					
<u>Experience/Description</u>		<u>Aircraft Type</u>		<u>Location</u>	<u>Dates</u>
					<u>Hours Logged</u>
CUSTOMER REFERENCES					
<u>Customer's Name and Company</u>			<u>Phone Number</u>		
Description of all violations, license suspensions or revocations, and accident history for the pilot for the past three years.					

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

REFERENCE QUESTIONNAIRE

You may recreate this form but it must include all the information listed

If you fail to include all requested information or we are unable to contact your references based on the information you provide, you may not receive consideration for the work done. Include recent (not more than 3 years old) experience of the kind described in paragraph B1.1 of the specifications.

OFFEROR NAME:				DATE	
Primary Type of Work Done:					
Location of Work Done:				A/C Make/Model Used:	
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: TO		CHECK ALL THAT APPLY <input type="checkbox"/> 2007 <input type="checkbox"/> 2008 <input type="checkbox"/> 2009	
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:			
Client Telephone #:		Client Facsimile #:			
Primary Type of Work Done:					
Location of Work Done:				A/C Make/Model Used:	
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: TO		CHECK ALL THAT APPLY <input type="checkbox"/> 2007 <input type="checkbox"/> 2008 <input type="checkbox"/> 2009	
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:			
Client Telephone #:		Client Facsimile #:			
Primary Type of Work Done:					
Location of Work Done:				A/C Make/Model Used:	
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: TO		CHECK ALL THAT APPLY <input type="checkbox"/> 2007 <input type="checkbox"/> 2008 <input type="checkbox"/> 2009	
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:			
Client Telephone #:		Client Facsimile #:			
Primary Type of Work Done:					
Location of Work Done:				A/C Make/Model Used:	
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: TO		CHECK ALL THAT APPLY <input type="checkbox"/> 2007 <input type="checkbox"/> 2008 <input type="checkbox"/> 2009	
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:			
Client Telephone #:		Client Facsimile #:			
Primary Type of Work Done:					
Location of Work Done:				A/C Make/Model Used:	
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: TO		CHECK ALL THAT APPLY <input type="checkbox"/> 2007 <input type="checkbox"/> 2008 <input type="checkbox"/> 2009	
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:			
Client Telephone #:		Client Facsimile #:			

